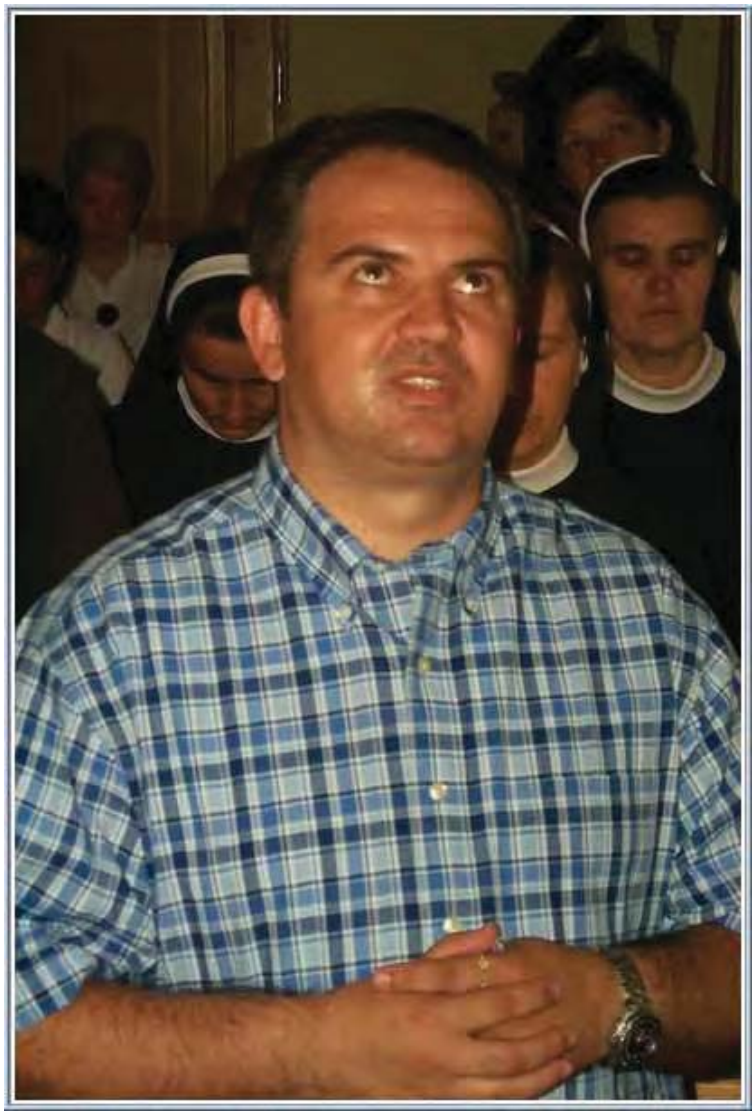
DOSSIER DRAGICEVIC



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MORTGAGE

THIS MORTGAGE ("Mortgage") is given on October 26, 1999. The mortgagor is IVAN DRAGICEVIC and LAUREEN DRAGICEVIC ("Borrower"). This Mortgage is given to JOSEPH C. C[redacted] whose address is [redacted] Street, Suite [redacted], New Orleans, Louisiana, [redacted] ("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED FIFTY SIX THOUSAND DOLLARS

($156,000.00)

This debt is evidenced by Borrower's note dated the same date as this Mortgage ("Note"), which provides for annual payments. This Mortgage secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Mortgage; and (c) the performance of Borrower's covenants and agreements under this Mortgage and the Note.

SUFFOLK REGISTRY OF DEEDS RECEIVED & EXAMINED ATTEST 2:47 PM

For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following property located in Boston, Suffolk County, Massachusetts known as Unit 5, [redacted] Street, Boston Massachusetts [redacted] which is more fully described in the Unit Deed recorded at the Suffolk County Registry of Deeds at Book [redacted], Page [redacted] and appearing on the Floor Plan attached to the Master Deed dated December 15, 1985 and recorded with the Suffolk County Registry of Deeds at Book Number [redacted], Page [redacted] The property, TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day annual payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Mortgage as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section

NC 97

[redacted]

2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Mortgage.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve annual payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to principal due; second, to interest; third, to amounts payable under paragraph 2; last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Mortgage unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating

[redacted]

the lien to this Mortgage. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Mortgage, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the annual payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Mortgage and shall continue to occupy the Property as Borrower's principal residence. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Mortgage or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the

[redacted]

lien created by this Mortgage or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Mortgage is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

[redacted]

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Mortgage immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b)the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Mortgage whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Mortgage, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the annual payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint-and several. Any Borrower who co-signs this Mortgage but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces

[redacted]

principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Mortgage shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Mortgage.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Mortgage discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Mortgage; or (b) entry of a judgment enforcing this Mortgage. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Mortgage and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Mortgage, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unchanged. Upon reinstatement by Borrower, this Mortgage and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental

[redacted]

Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

ADDITIONAL COVENANTS. Borrower and Lender further covenant and agree as follows:

20. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Mortgage (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Mortgage without further demand and may invoke the STATUTORY POWER OF SALE and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the STATUTORY POWER OF SALE, Lender shall mail a copy of a notice of sale to Borrower, and to other persons prescribed by applicable law, in the manner provided by applicable law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Mortgage; and (c) any excess to the person or persons legally entitled to it.

21. Release. Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage without charge to Borrower. Borrower shall pay any recordation costs.

[redacted]

22. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

23. Riders to this Mortgage. If one or more riders are executed by Borrower and recorded together with this Mortgage, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider(s) were a part of this Mortgage.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Mortgage and in any rider(s) executed by Borrower and recorded with it.

Witness:

[redacted]

[redacted] (Witness)
Witness to Signature of Laureen Dragicevic

Borrower:

Ivan Dragecevic

Laureen Dragicevic

Laureen Dragecevic

[redacted] [redacted]

STATE OF CALIFORNIA

California Orange ss.

On this 23 day of October, 1999, before me personally appeared Ivan Dragecevic and acknowledged the foregoing to be his free act and deed.

SHELBY L. OGLE
COMM...1232952
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
My Term Exp. August 23, 2003

My Commission Expires:

Shelby L Ogle
Notary Public

COMMONWEALTH OF MASSACHUSETTS,

Suffolk, ss.

On this 26th day of October, 1999, before me personally appeared Laureen Dragecevic and acknowledged the foregoing to be her free act and deed.

My Commission Expires: 12-03-04

John Naylon
Notary Public JOHN G. NEYLON

L'ADDITIO IMPERTINENTE

[redacted]

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 26 day of October, 1999, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Mortgage") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Joseph C. C[redacted] (the "Lender") of the same date and covering the Property described in the Mortgage and located at Unit 5, [redacted] Street, Boston, Massachusetts [redacted]. The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as [redacted] Street Condominium (the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

Condominium Covenants. In addition to the covenants and agreements made in the Mortgage, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owner's Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the annual payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Mortgage, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all

[redacted] [redacted]

or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Mortgage as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay Condominium dues and assessments when due, the Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Mortgage. Unless Borrower and Lender agree to other terms of payment, these amount shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Witnesses:

[redacted]

[redacted] (Witness)

Witness the signature of Laureen Dragicevic

Borrower:

Ivan Dragecevic

Laureen Dragicevic

Laureen Dragecevic

[redacted]

QUITCLAIM DEED

We, Angelo Paglia and Joseph Paglia, Trustees of Paglia Realty Trust u/d/t dtd 7/14/88 recorded in Suffolk Deeds Book [redacted] Page [redacted] in consideration of $150,000.00 paid Grant with QUITCLAIM COVENANTS to Ivan Dragicevic and Laureen Dragicevic * Unit 5 (the "Unit") of The [redacted] Street Condominium (the "Condominium") created pursuant to Master Deed dated December 15, 1985, and recorded with Suffolk Registry of Deeds at Book [redacted], Page [redacted] as amended thereafter of record, which Unit is shown on the floor plan filed with said Master Deed and on the copy of a portion of said plans attached thereto and made part thereof, to which is affixed a verified statement in the form required by Chapter 183A, Section 9, of the Massachusetts General Laws.

The unit is conveyed together with an undivided 6.024 percent (6.024%) interest in common areas and facilities described in said Master Deed and in the By-Laws of the [redacted] Street Condominium Trust, the organization of Unit Owners through which the Condominium is managed and regulated.

The Unit is conveyed subject to and with the benefit of the provisions of said Chapter 183A; the provisions, easements, encroachments, agreements, restrictions, and covenants set forth in said Master Deed and floor plans, as amended; the By-Laws of the [redacted] Street Condominium Trust recorded with said Master Deed with said Deeds, as amended thereafter of record, and real estate taxes for fiscal year 2000 not yet due and payable as of the date hereof.

The Unit is conveyed together with the exclusive rights to use those portions of the common areas and facilities, if any, as may be designated as appurtenant to the Unit in said Master Deed and plans filed therewith, as amended.

Grantees' Address: [redacted] Street, Boston, MA [redacted]
The Post Office address of the Unit is [redacted] Street, Boston, Massachusetts [redacted] Unit 5.
Title Reference: Deed of Angelo Paglia et ux dated 1/4/89 in said deeds Book [redacted] Page [redacted].

IN WITNESS WHEREOF, We have hereunto set our hands under seal this 26th day of October 1999.

Angelo Paglia Trustee — Joseph Paglia 9/14/99
Angelo Paglia, Trustee — Joseph Paglia, Trustee

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS. September 26, 1999

Then personally appeared the above named Angelo Paglia and Joseph Paglia, Trustees as aforesaid, who acknowledged the foregoing to be their free act and deed as said trustees, before me.

John Neylon, Notary Public

Husband & wife
*As tenants by the entirety

CANCELLED

State Form 290 COMMONWEALTH OF MASSACHUSETTS 918
City of Boston
OFFICE OF THE COLLECTOR-TREASURER
Certificate of Municipal Liens

NO: 817534 Date: 01-Jun-2001
Ward, Parcel: 03-01406-010
ON REAL ESTATE LOCATED AT: [redacted] ST UNIT: UN 5

2001 Assessed to: DRAGICEVIC IVAN

	Area	Land	Building	Total	Tax
Assessment 2001	610	0	147,200	147,200	1,557.38

Taxes and Apportioned Assessments	Year 2001	Year 2000	Tax Title	Total
Overdue Preliminary	.00			
3rd Quarter Balance	.00			
4th Quarter Balance	.00			
Assessments Apportioned, including committed interest:				
Street				
Sidewalk				
Charges and Fees	.00			
Interest:	.00			
Total Owed:	.00			

2001 JUN 29 PM 3:59 SUFFOLK REGISTRY OF DEEDS RECD ENTD & EXAMINED
ATTEST: [signature] ACTING REGISTER OF DEEDS

Betterment assessments not yet added to tax

Kind	Book	Page	Lien Attaches	Original Amount	Period of Apportionments	Apportioned
Sidewalk					from to Interest	
Street			None		from to Interest	
Sewer			JW		from to Interest	
					TOTAL	None

Inspectional Services: ✓ JW

TOTAL DUE ON THIS CERTIFICATE: None

Water Charges: Contact Water & Sewer Commission
It is hereby certified from available information that above are listed all taxes and assessments, which on the above date constitute liens on the parcel of real estate specified in your application, dated: 01-Jun-2001 .
The AMOUNTS NOW PAYABLE on account of such real estate so far as they are fixed and ascertained are itemized above. Any amount not ascertainable is so stated.
I have no knowledge of any other lien outstanding.

[signature]
Asst. Collector-Treasurer

RAPPAPORT, PINTA & EGGERT, LLP
ATTORNEYS AT LAW
171 MILK STREET, SUITE 400
BOSTON, MASSACHUSETTS 02109

Fee for this certificate: $ 25.00 Applicant's Name: EGGERT

This form approved by the Commissioner of Department of Revenue

[redacted]

RESIDENTIAL CONDOMINIUM UNIT DEED

921

We, Ivan Dragicevic and Laureen Dragicevic, of [redacted] Street, Unit 2B, Boston, Massachusetts, [redacted], for consideration paid of Two Hundred Eighty-Five Thousand and 00/100 Dollars ($285,000.00)

grant to: Louis C[redacted] and Florence C[redacted], husband and wife, as tenants by the entirety

whose address is: [redacted] Street, Unit 5, Boston, Massachusetts, [redacted]

with QUITCLAIM COVENANTS

Unit No. 5 of The [redacted] Street Condominium created by Master Deed dated December 15, 1985 and recorded in Suffolk Registry of Deeds in Book [redacted], Page [redacted] as amended thereafter of record.

The Post Office address of the unit is at [redacted] Street, Unit 5, Boston, Massachusetts.

The unit is shown on a plan recorded with the first deed of this unit, to which is affixed a verified statement in the form provided by G.L. c. 183A s. 9, and is conveyed subject to and with the benefit of the obligations, restrictions, rights and liabilities contained in G.L. c. 183A, the Master Deed, the documents establishing the organization of unit owners and the By-Laws, as amended of record.

Each of the units in the Condominium is intended for residential purposes and such other uses as are set forth in the Master Deed.

The undivided percentage interest of the unit in the common areas and facilities is 6.024%.

For title see deed in Book [redacted], Page [redacted].

SUFFOLK REGISTRY OF DEEDS
2001 JUN 29 PM 1:00

CANCELLED
DEEDS REG 19
SUFFOLK

06/29/01 3:38PM 01
000000 #4366
FEE $1299.60
CASH $1299.60

RAPPAPORT, PINTA & EGGERT, LLP
ATTORNEYS AT LAW
171 MILK STREET, SUITE 400
BOSTON, MASSACHUSETTS 02109

Property address: [redacted] Street, Unit 5, Boston, Massachusetts

[redacted]

Executed under seal this 27th day of June, 2001.

Ivan Dragicevic

Laureen Dragicevic

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss. June 27, 2001

Then personally appeared before me the above named Laureen Dragicevic and acknowledged the foregoing to be her free act and deed.

Notary Public MICHAEL J. STARZ
My Commission Expires: 9/22/06

Suffolk, June 27, 2001

Then personally appeared the above named, Ivan Dragicevic, and made oath as to the truth of the foregoing and acknowledged the foregoing instrument to be his free act and deed, before me,

Notary Public
My Commission Expires: 11/9/2001

[redacted]

919

DISCHARGE OF MORTGAGE

I, Joseph C. C[redacted], holder of a mortgage from Ivan Dragicevic and Laureen Dragicevic to me dated October 26, 1999, recorded with Suffolk County Registry of Deeds, Book [redacted], Page [redacted] acknowledges satisfaction of the same.

The street address of the property is:

[redacted] Street, Unit 5, Boston, MA [redacted]

SUFFOLK REGISTRY OF DEEDS
REC'D & ENT'D
2001 JUN 29 PM 3:59
ATTEST
REGISTER OF DEEDS

Joseph C. C[redacted]

ACKNOWLEDGMENT

State of Louisiana
Parish of Orleans

BEFORE ME, the undersigned duly commissioned and qualified Notary Public and the undersigned competent witnesses, personally came and appeared Joseph C. C[redacted] to me known to be the person described in and who executed the foregoing instrument who being first duly sworn, acknowledged to me in the presence of the undersigned competent witnesses that such instrument was executed as his own free act and deed for the uses, considerations, and purposes therein expressed.

SIGNED at New Orleans, Louisiana, this 22nd day of June, 2001.

WITNESSES:

[redacted]

[redacted]

, Notary Public

RAPPAPORT, PINTA & EGGERT, LLP
ATTORNEYS AT LAW
171 MILK STREET, SUITE 400
BOSTON, MASSACHUSETTS 02109

SCOTT B. LOGAN
NOTARY PUBLIC
State of Louisiana
My Commission is Issued for Life.

Address [redacted] ST

Parcel ID [redacted]
Owner C[redacted] LOUIS BE
Property Type 0102
Land Use Residential Condo Unit

Structure
Lot Size 610 sq ft
Living Area
Style
Stories
Bedrooms

Valuation
Land $0.00
Building $263,900.00
Total $263,900.00
Tax $2,805.26
Residential Exemption Yes

Address [redacted] ST

Parcel ID [redacted]
Owner C[redacted] LOUIS BE
Property Type 0102
Land Use Residential Condo Unit

Structure
Lot Size 610 sq ft
Living Area
Style
Stories
Bedrooms

Valuation
Land $0.00
Building $263,900.00
Total $263,900.00
Tax $2,805.26
Residential Exemption Yes

[redacted]

454

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That I, the undersigned, **Ivan Dragicevic** of [redacted] Street, Boston, Massachusetts, desire to authorize **Michael J. Starr** of Taylor, Ganson & Perrin, LLP, of 160 Federal Street, Boston, Massachusetts 02110, for me and in my name to take any action with regards to Unit 3B, [redacted] Street, Boston, MA (said unit being hereafter called the "Property") as may be necessary to purchase the Property.

NOW, THEREFORE I, the undersigned, **Ivan Dragicevic**, hereby make, constitute and appoint the said **Michael J. Starr** as my true and lawful attorney for me and in my name, until this power shall be revoked by an instrument of revocation, generally authorizing him to do, execute, and perform any act whatsoever that ought to be done with regards to said Property as fully as I, the undersigned, could do if personally present, including but not limited to executing, acknowledging, and delivering any contracts, notes, mortgages, pledges, leases, disclosure statements, settlement statements, compliance agreements, and any other documents in any way related to the acquisition of the Property.

My said Attorney is empowered to determine in his sole discretion the time when, purpose for and manner in which any power herein conferred upon him shall be exercised, and the conditions, provisions, and covenants of any instrument or document which may be executed by him pursuant hereto.

This special or limited Power of Attorney shall not be affected by the subsequent disability or incapacity of the principal, as authorized by M. G. L. C. 201B. All rights, powers and authorities granted by me shall commence as of the date hereof and shall remain in full force and effect until a revocation of this Power of Attorney has been received by my Attorney-in-Fact.

WITNESS my hand and seal this 16th day of April, 2001.

Ivan Dragicevic

SUFFOLK REGISTRY OF DEEDS
RECD AND RECORDED
2001 MAY 18 PM 3:19
RECEIVED FOR RECORD
REGISTER OF DEEDS
APR 16 2001

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

Then personally appeared the above named **Ivan Dragicevic**, and acknowledged the foregoing to be his free act and deed, before me.

Notary Public MICHAEL J STARR
My commission expires: 9/22/06

M STARR
160 FEDERAL ST
BOSTON 02110

[redacted] [redacted]

455

MORTGAGE DEED

THIS MORTGAGE is granted this 15th day of May 2001, to Joseph C[redacted] (hereinafter the "Mortgagee"), with a principal mailing address of [redacted] Street, Suite [redacted], New Orleans, LA [redacted] by Ivan Dragicevic and Laureen Dragicevic (hereinafter the "Mortgagor") of [redacted] Street, Unit 3B, Boston, Massachusetts. In consideration of the mutual covenants contained herein and benefits derived herefrom, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor agrees to the following terms and conditions:

ARTICLE 1 - GRANT OF MORTGAGE INTEREST

1.1 Mortgage Interest. To secure the Mortgagor's prompt, punctual, and faithful payment and performance of all and each of the Mortgagor's present and future Liabilities (as that term is defined in Section 3.1 herein) to the Mortgagee, including, without limitation, those arising under a certain Promissory Note of even date in the principal amount of FIVE HUNDRED SEVENTY-NINE THOUSAND, EIGHT HUNDRED TWENTY AND 03/100 Dollars ($579,820.03) to the Mortgagee and any extensions, renewals, substitutions, modifications or replacements thereof (hereinafter said Note being referred to as the "Note") the Mortgagor hereby assigns and pledges to the Mortgagee the Collateral (as that term is defined in Section 3.3 herein) and hereby does convey to the Mortgagee with MORTGAGE COVENANTS, the premises known as Unit 3B of the [redacted] Condominium, as more fully described in the Exhibit attached hereto and incorporated by reference herein.

ARTICLE 2 - GRANT OF SECURITY INTEREST AND ASSIGNMENT

2.1 Security Interest. To secure the Mortgagor's prompt, punctual, and faithful payment and performance of all and each of the Mortgagor's present and future Liabilities to the Mortgagee, including, without limitation, those arising under the Note, the Mortgagor hereby grants to the Mortgagee a continuing security interest in and to, and assigns to the Mortgagee, the Collateral (as that term is defined in Section 3.3 herein).

2.2 Power of Attorney. The Mortgagor hereby irrevocably constitutes and appoints the Mortgagee as the Mortgagor's true and lawful attorney for the purpose of signing and filing or recording on behalf of the Mortgagor any financing or other statement in order to establish, perfect, or protect the Mortgagee's interest in the Collateral.

SUFFOLK REGISTRY OF DEEDS
RECD ELECTRONICALLY
2001 MAY 18 PM 3:19
SEE SECOND PAGE FOR CERTIFICATE

ARTICLE 3 - CERTAIN DEFINITIONS

As used herein, the following terms shall have the following meanings:

3.1 Liabilities. "Liabilities" shall include, without limitation, any and all liabilities, debts, and obligations of the Mortgagor to the Mortgagee, now or hereafter, each of every kind, nature and description, including previous obligations of the mortgagor to the mortgagee, regardless of whether such other obligations may be secured by other mortgagors or other security. "Liabilities" also includes, without limitation, each obligation to repay all loans,

M STARR
110 FISHER ST
BOSTON MA 02113

advances, indebtedness, notes, obligations, and amounts now or hereafter at any time owing by the Mortgagor to the Mortgagee (including all future advances or the like whether or not given pursuant to a commitment by the Mortgagee), whether or not any of such are liquidated, unliquidated, secured, unsecured, direct, indirect, absolute, contingent, or of any other type, nature, or description. "Liabilities" also includes, without limitation, all interest and other amounts which may be charged to the Mortgagor and/or which may be due from the Mortgagor to the Mortgagee from time to time and all costs and expenses now or hereafter incurred or paid by the Mortgagee in respect of this and any other agreement between the Mortgagor and the Mortgagee or instrument furnished by the Mortgagor to the Mortgagee (including, without limitation, Costs of Collection, reasonable attorneys' fees, and all court and litigation costs and expenses). "Liabilities" also includes, without limitation, any and all obligations of the Mortgagor to act or to refrain from acting in accordance with the terms, provisions, and covenants of the within Agreement and of any other agreement between the Mortgagor and the Mortgagee or instrument now or hereafter furnished by the Mortgagor to the Mortgagee. As used herein, the term "indirect" includes, without limitation, all obligations and liabilities which the Mortgagee may now or hereafter incur or become liable for on account of or as a result of any transactions between the Mortgagee and the Mortgagor including, without limitation, any which might arise out of any Letter of Credit or similar instrument issued by the Mortgagee for the account of the Mortgagor and any which might arise out of any action brought or threatened against the Mortgagee, any guarantor or endorser of the Liabilities of the Mortgagor or any other person in connection with the Liabilities. The term "indirect" also refers to any direct or contingent liability of the Mortgagor to make payment towards any obligation now or hereafter held by the Mortgagee (including, without limitation, on account of any industrial revenue bond) to the extent so held by the Mortgagee. Mortgagee's books and records shall be prima facie evidence of the Mortgagor's indebtedness to the Mortgagee.

3.2 Costs of Collection. "Costs of Collection" includes, without limitation, all attorneys' fees and all out-of-pocket expenses incurred by the Mortgagee's attorneys and all costs incurred by the Mortgagee in the administration of the Liabilities, this Agreement, and all other documents, instruments, and agreements executed in connection with or relating to the Liabilities, including, without limitation, costs and expenses associated with travel on behalf of the Mortgagee. "Costs of Collection" also includes, without limitation, all attorneys' reasonable fees, out-of-pocket expenses incurred by the Mortgagee's attorneys and all costs incurred by the Mortgagee, including, without limitation, costs and expenses associated with travel on behalf of the Mortgagee, which costs and expenses are directly or indirectly related to or in respect of the Mortgagee's efforts to collect or enforce any of the Liabilities and/or to exercise or enforce any of the Mortgagee's rights, remedies or powers against or in respect of the Mortgagor and/or any other guarantor or person liable in respect of the Liabilities (whether or not suit is instituted in connection with such efforts). The Costs of Collection shall be added to the Liabilities of the Mortgagor to the Mortgagee, as if such had been lent, advanced, and credited by the Mortgagee to or for the benefit of the Mortgagor and shall accrue interest at the highest rate of interest charge relative to any of the Liabilities.

3.3 Collateral. "Collateral" shall include all and each of the following, whether singularly or collectively, whether now owned or now due or now existing or in which the Mortgagor has an interest or hereafter, at any time in the future, acquired, arising or to become

due or in which the Mortgagor obtains an interest to any of the following:

(a) the land with the buildings and improvements whether now existing or hereafter constructed or located thereon, as more particularly described on Exhibit A annexed hereto;

(b) all fixtures of whatever kind or nature owned by the Mortgagor, now or in the future contained in or on the Mortgaged Premises and any and all fixtures hereinafter installed in the Mortgaged Premises in any manner which renders such articles usable in connection therewith;

(c) all easements, covenants, agreements, and rights which are appurtenant to or benefit the Mortgaged Premises;

(d) all leases, contracts, or agreements entered into for the lease, rental, hire or use by the Mortgagor of any property of the same nature as the foregoing Subparagraphs in connection with the construction, operation, maintenance, or occupation of the Mortgaged Premises.

ARTICLE 4 - REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 Insurance. The Mortgagor hereby covenants and agrees to maintain public liability insurance, flood hazard insurance (if required), all risk insurance and such other insurance against such casualties or contingencies as may be required by the Mortgagee in sums and in companies satisfactory to the Mortgagee; provided, the property insurance on the Collateral shall be for no more than the lesser of (i) 100% of the full replacement value thereof or (ii) the amount of the Liabilities (meeting all co-insurance requirements). All policies shall contain a provision requiring at least twenty (20) days advance notice to the Mortgagee before any cancellation or modification.

In the event of damage by fire or other casualty, all insurance payments shall be payable to or endorsed to the Mortgagee. The Mortgagor may use the insurance proceeds to repair the Mortgaged Premises provided (a) sufficient funds are available to repair and restore the premises to its current condition or better; (b) all such repair or restoration is done in accordance with applicable Laws and with all necessary permits; (c) the funds are released by the Mortgagee upon requisition after completion of each stage and there remain sufficient funds to complete all work contemplated; and (d) the Mortgagor is otherwise in full compliance with its obligation to the Mortgagee.

Except as otherwise provided herein, all proceeds shall be used to reduce Mortgagor's obligations to Mortgagee, to be applied as Mortgagee shall elect.

4.2 Statutory Compliance. The Mortgagor shall comply with, shall not use any of the Collateral in violation of, and shall cause the Collateral to be in compliance with each and every License, statute, regulation, ordinance, decision, directive, order, by-law, or rule of any federal, state, municipal and other governmental authority which has or claims jurisdiction over the Mortgagor or any of the Collateral. The Mortgagor has obtained and will maintain in full force and effect the Licenses and all licenses, permits, and approvals necessary for the use,

maintenance, construction, and operation of the Collateral and at the option of the Mortgagee, will do all things and execute all such documents as the Mortgagee may request to assign the Mortgagor's rights therein to the Mortgagee.

4.3 Title to Collateral. The Mortgagor is and shall hereafter remain the owner of the Collateral free and clear of all voluntary or involuntary liens, encumbrances, attachments, security interest, purchase money security interests, assignments, mortgages, charges or other liens or encumbrance of any nature whatsoever with the exceptions of (a) the mortgage and security interest created herein, and (b) liens for real estate taxes not yet due and payble, and (c) prior mortgages of record.

4.4 Condition of Collateral. From time to time as the Mortgagee and the Mortgagee's representatives may reasonably request, the Mortgagor shall accord the Mortgagee and such representatives access to the Collateral and in connection with such access, will permit the Mortgagee and such representatives to inspect the Collateral, verify any information contained therein or relating thereto and verify the Mortgagor's compliance with the provisions of this Agreement or of any other agreement between the Mortgagor and the Mortgagee and any instrument to be furnished by the Mortgagor to the Mortgagee.

4.5 Taxes and other Costs. The Mortgagor shall pay when due all real and personal property taxes, assessments, charges, condominium charges, franchises, income, unemployment, old age benefits, withholding, sales and other taxes assessed against it and all insurance premiums relative to the Collateral. The Mortgagor shall deliver to the Mortgagee, upon request of Mortgagee, evidence of the payment by the Mortgagor of all such items. The Mortgagor agrees that the Mortgagee may, at its option, and from time to time, pay any taxes or insurance premiums, the payment of which is then due, discharge any liens or encumbrances on any of the Collateral or take any other action that the Mortgagee may deem proper to repair, insure, maintain or preserve any of the collateral or the Mortgagee's rights therein. The Mortgagor will pay to the Mortgagee on demand all amounts so paid or incurred by the Mortgagee. The obligation of the Mortgagor to pay such amounts shall be included in the Liabilities of the Mortgagor to the Mortgagee and shall accrue interest at the highest rate of interest charged relative to any of the Liabilities.

4.6 Litigation. There is no suit, action, proceeding or investigation presently pending or threatened against the Mortgagor or any of the Collateral, which is determined adversely, would have a material adverse effect upon the Mortgagor or the Collateral.

4.7 Future Action. The Mortgagor shall do all such things and execute all such documents from time to time hereafter as the Mortgagee may request in order to carry into effect the provisions and intent of this Agreement and to protect, perfect and maintain the Mortgagee's interest in and to the Collateral.

4.8 Additional Information. The Mortgagor shall furnish the Mortgagee with such financial information or other information pertaining to the operation of the Mortgagor and the Collateral as the Mortgagee may from time to time request. The Mortgagor further agrees that the Mortgagee may contact any third party, including without limitation, any lienholders on the

Collateral, any insurance company insuring the Collateral and any financial institution with which the Mortgagor maintains a loan or depository relationship, to obtain information relating to the ownership, use, operation, maintenance or construction of the Collateral. The Mortgagor hereby authorizes each such third party to release such information to the Mortgagee and agrees to execute any documents requested by the Mortgagee to enable the Mortgagee to obtain such information.

4.9 Hazardous Waste.

(a) The Mortgagor represents that neither the Mortgagor nor any person for whose conduct the Mortgagor is responsible ever:

(i) owned, occupied or operated a site or vessel on which any hazardous material or oil was or is stored (except if such storage was or is in compliance with all laws, ordinances and regulations pertaining thereto) transported or disposed of (the terms site, vessel and hazardous material respectively being used in this Section with the meaning given those terms in Massachusetts General Laws, Chapter 21E, as amended);

(ii) directly or indirectly transported or arranged for the transport of any hazardous material or oil;

(iii) caused or was legally responsible for any release or threat of release of any hazardous material or oil; and

(iv) received notification from any federal, state or other governmental authority of: any potential, known or threat of release of any hazardous material or oil on or from the premises on which the Mortgagee has been granted a Mortgage (the "Premises") or any other site or vessel owned, occupied or operated either by the Mortgagor or any person for whose conduct the Mortgagor is responsible or whose liability may result in a lien on the Premises; or the incurrence of any expense or loss by such governmental authority or by any other person in connection with the assessment, containment or removal of any release or threat of release of any hazardous material or oil from the Premises or any such site or vessel.

(b) The Mortgagor represents and warrants that no hazardous material or oil was ever, or is now stored on (except in compliance with all laws, ordinances and regulations pertaining thereto), transported or disposed of on the Premises.

4.10 Mortgage Conditions. This Mortgage is upon the STATUTORY CONDITION, upon breach of which, or any other terms and conditions of this Mortgage, the Mortgagee shall have the STATUTORY POWER OF SALE.

4.11 Compliance with Contracts. The Mortgagor is not in default under any terms and conditions of any Construction or other Contract and shall, during the term of this Agreement, perform all of the obligations of the Mortgagor under any such Contract within the period that such performance is required. The Mortgagor has entered into and will maintain in full force and

effect all contracts necessary for the use, maintenance, construction and operation of the Collateral, and at the option of the Mortgagee, will do all things and execute all such documents as the Mortgagee may request to assign the Mortgagor's rights therein to the Mortgagee.

ARTICLE 5 - MORTGAGOR'S USE OF COLLATERAL

Unless and until the occurrence of any event which is or solely with the passage of time would be an Event of Default hereunder, the Mortgagor shall be authorized to occupy, operate, manage, hold or otherwise use the Collateral in the ordinary and reasonable course of the Mortgagor's business.

ARTICLE 6 - EVENTS OF DEFAULT

Upon the occurrence of any one or more of the following (hereinafter the "Events of Default"), any and all Liabilities of the Mortgagor to the Mortgagee shall become immediately due and payable, without notice or demand, at the option of the Mortgagee. The occurrence of any such Event of Default shall also constitute, without notice or demand, a default under all other agreements between the Mortgagee and the Mortgagor or instruments and papers given the Mortgagee by the Mortgagor, whether now existing or hereafter arising.

6.1 The failure by the Mortgagor to pay when due (or upon demand, if payable on demand), any amount then owing by the Mortgagor to the Mortgagee.

6.2 The failure by the Mortgagor to promptly, punctually and faithfully perform, discharge or comply with any Liability.

6.3 The occurrence of any event of default under any agreement between the Mortgagee and the Mortgagor or under any instrument or paper given the Mortgagee by the Mortgagor, whether such agreement, instrument or paper now exists or hereafter arises (notwithstanding that the Mortgagee may not have exercised its rights upon default under any such other agreement, instrument or paper).

6.4 Any act by, against or relating to the Mortgagor or its property or assets, which act constitutes the application for, consent to or sufferance of the appointment of a receiver, trustee or other person (pursuant to court action or otherwise) over all, or any part of the Mortgagor's property, the granting of any trust mortgage or execution of an assignment for the benefit of the creditors of the Mortgagor or the occurrence of any other voluntary or involuntary liquidation or extension of debt agreement for the Mortgagor; the admission by the Mortgagor of its inability to pay its debts as they mature; adjudication of insolvency relative to the Mortgagor; the entry of an order for relief or similar order with respect to the Mortgagor in any proceeding pursuant to the Bankruptcy Act or any other federal statute dealing with bankruptcy (hereinafter, generally the "Bankruptcy Code"); the filing of any complaint, application or petition by or against the Mortgagor initiating any matter in which the Mortgagor is or may be granted any relief from its debts pursuant to the Bankruptcy Code or pursuant to any other insolvency statute or procedure; the calling or sufferance of a meeting of creditors of the Mortgagor; the meeting by the Mortgagor with a formal or informal creditors' committee; the offering by or entering into by

the Mortgagor of any composition, extension or other arrangement seeking relief or extension of its debts; or the initiation of any other judicial or non-judicial proceeding or agreement by, against or including the Mortgagor which seeks or intends to accomplish a reorganization or arrangement with creditors.

6.5 If any statement, representation, warranty or covenant is not completely true and accurate or hereafter becomes less than completely true and accurate, or if any Mortgagor sells or transfers, voluntarily or involuntarily, any interest in the premises.

6.6 The breach of the Statutory Condition contained herein, upon which breach or upon breach of any other conditions herein, the Mortgagee shall have the Statutory Power of Sale.

ARTICLE 7 - RIGHTS AND REMEDIES UPON DEFAULT

7.1 Rights and Remedies Upon Default. Upon the occurrence of any Event of Default or at any time thereafter, the Mortgagee shall have all the rights of a Mortgagee under the Massachusetts General Laws, in addition to which the Mortgagee shall have all of the following rights and remedies:

(a) to take possession of all or a portion of the Collateral;

(b) by taking possession of the Collateral and with or without bringing any action or proceeding, either directly by agent or by the appointment of a receiver, to manage, lease, sublease or operate the Collateral on such terms as the Mortgagee, in its sole discretion, deems proper or appropriate;

(c) to apply all or any portion of the Collateral or the proceeds thereof towards (but not necessarily in complete satisfaction of) the Liabilities;

(d) to exercise the Statutory Power of Sale;

(e) to foreclose any and all rights of the Mortgagor in and to the Collateral whether by sale, entry or in any other manner provided for hereunder or under Massachusetts General Laws; and

(f) to elect, upon the discretion of the Mortgagee to treat any or all of the Leases as superior to the lien of the within Mortgage and Security Agreement.

7.2 Sale or Other Disposition of Collateral. Any sale or other disposition of the Collateral may be at public or private sale to the extent such private sale is authorized under the Massachusetts General Laws, upon such terms and in such manner as the Mortgagee deems advisable. The Mortgagee may conduct any such sale or other disposition of the Collateral upon the Mortgaged Premises, in which event the Mortgagee shall not be liable for any rent or charge for such use of the Mortaged Premises. The Mortgagee may purchase the Collateral or any portion of it, at any sale held under this Article.

7.3 Use and Occupation of Mortgaged Premises. In connection with the Mortgagee's exercise of the Mortgagee's rights under this Article, the Mortgagee may enter upon, occupy and use all or any part of the Collateral and may exclude the Mortgagor from the Mortgaged Premises or portion thereof as may have been so entered upon, occupied or used. The Mortgagee shall not be required to remove any of the Collateral from the Mortgaged Premises upon the Mortgagee's taking possession thereof. In the event the Mortgagee manages the Mortgaged Premises in accordance with Section 7.1 (b) herein, the Mortgagor shall pay to the Mortgagee on demand a reasonable fee for the management thereof in addition to the Liabilities provided for herein. Further, the Mortgagee may construct such improvements on the Mortgaged Premises or make such alterations, renovations, repairs, and replacements to the Collateral as the Mortgagee, in its sole discretion, deems proper or appropriate. The obligation of the Mortgagor to pay such amounts and all expenses incurred by the Mortgagee in the exercise of its rights hereunder shall be included in the Liabilities of the Mortgagor to the Mortgagee.

7.4 Partial Sales. The Mortgagor agrees that in case the Mortgagee in the exercise of the Power of Sale contained herein or in the exercise of any other rights hereunder given, elects to sell in parcels, said sales may be held from time to time.

7.5 Power of Attorney. Upon the occurrence of any Event of Default, the Mortgagor hereby irrevocably constitutes and appoints the Mortgagee as the Mortgagor's true and lawful attorney, to take any action with respect to the Collateral to preserve, protect or realize upon the Mortgagee's interest therein, each at the sole risk, cost and expense of the Mortgagor, but for the sole benefit of the Mortgagee. The rights and powers granted the Mortgagee by the within appointment include, but are not limited to, the right and power to: (i) prosecute, defend, Compromise, settle or release any action relating to the Collateral; (ii) enter into leases or subleases relative to all or a portion of the Mortgaged Premises; (iii) exercise the rights of the Mortgagor under any Contract, Lease or License; or (iv) manage, operate, maintain or repair the Mortgaged Premises. The Mortgagee shall not be obligated to perform any of such acts or to exercise any of such powers, but if the Mortgagee elects so to perform or exercise, the Mortgagee shall not be accountable for more than it actually receives as a result of such exercise of power and shall not be responsible to Mortgagor except for the Mortgagee's wilful misconduct and actual bad faith. All powers conferred upon the Mortgagee by this Agreement being coupled with an interest, shall be irrevocable until terminated by a written instrument executed by a duly authorized officer of the Mortgagee.

7.6 Rights and Remedies. The rights, remedies, powers, privileges, and discretion of the Mortgagee hereunder (hereinafter the Mortgagee's Rights and Remedies) shall be cumulative and not exclusive of any rights or remedies which it would otherwise have. No delays or omissions by the Mortgagee in exercising or enforcing any of the Mortgagee's Rights and Remedies shall operate as or constitute a waiver thereof. No waiver by the Mortgagee of any default hereunder or under any other agreement shall operate as a waiver of any other default hereunder or under any other agreement. No single of partial exercise of the Mortgagee's Rights or Remedies and no other agreement or transaction of whatever nature entered into between the Mortgagee and the Mortgagor at any time, whether before, during or after the date hereof, preclude any other or further exercise of the Mortgagee's Rights and Remedies. No waiver or modification on the Mortgagee's part on any one occasion shall be deemed a waiver on any

[redacted]

subsequent occasion, nor shall it be deemed a continuing waiver. All of the Mortgagee's Rights and Remedies under this Agreement or any other agreement or transaction shall be cumulative and not alternative or exclusive and maybe exercised by the Mortgagee at such time or times and in such order of preference as the Mortgagee in its sole discretion may determine.

ARTICLE 8 - NOTICE

All notices, demands and other communications made in respect to this Agreement shall be made to the following addresses (each of which may be changed upon seven (7) days written notice to all others) given by hand, by telegram or by certified or registered mail, return receipt requested, as follows:

If to the Mortgagee:

[redacted] Street
Suite [redacted]
New Orleans, LA [redacted]

If to the Mortgagor:

[redacted] Street
Unit 3B
Boston, MA

Any such notice shall be deemed received the earlier of (i) two (2) days after the mailing of such notice in accordance with the terms and conditions and to the addresses provided above, or (ii) the date of which the notice is delivered personally and or by telegram to the address provided above.

ARTICLE 9 - MISCELLANEOUS

9.1 Mortgagor. In the event that the Mortgagor is more than one person or entity, all representations, covenants, warranties, defaults, rights, remedies, powers, privileges and discretion shall be applicable to the Mortgagors individually, jointly and severally with the exception of those which are made by their terms applicable to a specific Mortgagor.

9.2 Exhibits. Any and all Exhibits referred to herein shall be deemed annexed hereto prior to the execution hereof and specifically incorporated by reference herein.

9.3 Headings. All section headings included within this Mortgage shall be for reference only and shall not limit or restrict in any manner whatsoever the breadth or nature of the provisions included within each subject section.

9.4 Successors and Assigns. In the event the ownership of the Collateral or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this Agreement and the Liabilities in the same manner as with the Mortgagor, without in any way

[redacted]

waiving the default occasioned by such transfer of ownership or in any way vitiating or discharging the Mortgagor's liability hereunder or upon the Liabilities and no compromise, settlement, release or sale of the Collateral, no forbearance on the part of the Mortgagee and no alteration, amendment, cancellation, waiver or modification of any term or condition or extension of the time for payment of the Liabilities given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein, either in whole or in part, notice of any action being waived.

9.5 Set Off. All deposits or other sums at any time credited by or due from the Mortgagee to the Mortgagor and all cash, securities, instruments or other property of the Mortgagor in the possession of the Mortgagee (whether for safekeeping or otherwise) shall at all times constitute security for the Liabilities and may be applied or set off by the Mortgagee against the Liabilities at any time whether or not the Liabilities are then due or other collateral is then available to the Mortgagee.

9.6 Application of Proceeds. The proceeds of any collection, sale or disposition of the Collateral or of any other payments received hereunder shall be applied toward the Liabilities in such order and manner as the Mortgagee determines in its sole discretion, any statute, custom or usage to the contrary notwithstanding. The Mortgagor shall remain liable to the Mortgagee for any deficiency remaining following such application.

9.7 Waiver.

(a) The Mortgagor WAIVES notice of non-payment, demand, presentment, protest and all forms of demand and notice, both with respect to the Liabilities and the Collateral.

(b) The Mortgagor, if entitled to it, WAIVES the right to notice and/or hearing prior to the exercise of any of the Mortgagee's Rights and Remedies.

9.8 Responsibility of Mortgagee The Mortgagee shall not be liable for any loss sustained by the Mortgagor resulting from any action, omission or failure to act by the Mortgagee with respect to the exercise or enforcement of its rights under this Agreement or its relationship with the Mortgagor unless such loss is caused by the wilful misconduct and actual bad faith of the Mortgagee. This Agreement and the Mortgagee's exercise of its rights hereunder shall not operate to place any responsibility upon the Mortgagee to perform the obligations of the Mortgagor under any Lease, License or Contract or to make the Mortgagee responsible or liable for any waste committed on the Mortgaged Premises, any damages or defective condition of the Mortgaged Premises or any negligence in the management, upkeep, repair or control of the Mortgaged Premises.

9.9 Indemnification. The Mortgagor shall indemnify, defend and hold the Mortgagee harmless of and from any claim brought or threatened against the Mortgagee by the Mortgagor, any guarantor or endorser of the Liabilities or any other person (as well as from attorneys' reasonable fees and expenses in connection therewith) on account of the Collateral, including without limitation, on account of the Mortgagee's relationship with the Mortgagor or any other guarantor or endorser of the Liabilities (each of which may be defended, compromised, settled or pursued by the Mortgagee with counsel of the Mortgagee's selection, but at the expense of the

[redacted]

Mortgagor). The within indemnification shall survive payment of the Liabilities and/or any termination, release or discharge executed by the Mortgagee in favor of the Mortgagor.

9.10 Binding upon Successors. This Agreement shall be binding upon the Mortgagor and the Mortgagor's heirs, executors, administrators, representatives, successors and assigns and shall inure to the benefit of the Mortgagee and the Mortgagee's successors and assigns. This provision shall not in any way be deemed to be a waiver by the Mortgagee of any Event of Default provided for herein.

9.11 Severability. Any determination that any provision of this Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not affect the validity, legality and enforceability of such provision in any other instance, nor the validity, legality or enforceability of any other provision of this Agreement.

9.12 Modification.

(a) This Agreement and all other instruments executed in connection herewith incorporate all discussions and negotiations between the Mortgagor and the Mortgagee concerning the matters included herein and in such other instruments. No such discussions or negotiations shall limit, modify or otherwise affect the provisions hereof. No modification, amendment or waiver of any provision of this Agreement or of any provisions of any other agreement between the Mortgagor and the Mortgagee shall be effective unless executed in writing by the party to be charged with such modification, amendment or waiver and if such party be the Mortgagee, then by a duly authorized officer thereof.

(b) The Mortgagor may take any action herein prohibited or omit to perform any act required to be performed by it if the Mortgagor shall obtain the prior written consent by a duly authorized officer of the Mortgagee for each such action or omission to action.

9.13 Payment of Costs. The Mortgagor shall pay on demand all Costs of Collection and all expenses of the Mortgagee in connection with the collection of the Liabilities or the protection or enforcement of any of the Mortgagee's rights against the Mortgagor, any Collateral and any guarantor or endorser of the Liabilities. The Mortgagor authorizes the Mortgagee to pay all such expenses and to charge the same to any account of the Mortgagor with the Mortgagee.

9.14 Additional Advances. All amounts which the Mortgagee may advance under any Sections of this Agreement shall be repayable to the Mortgagee with interest at the highest rate charged relative to any of the Liabilities, on demand, shall be a Liability and may be charged by the Mortgagee to any deposit account which the Mortgagor maintains with the Mortgagee.

9.15 Governing Law. This Agreement and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of The Commonwealth of Massachusetts. The Mortgagor and Mortgagee submit themselves to the jurisdiction of the courts of said Commonwealth for all purposes with respect to this Agreement

and the Mortgagor's relationship with the Mortgagee.

9.16 Termination. This Agreement shall remain in full force and effect until specifically terminated in writing by a duly authorized officer of the Mortgage. Such termination by the Mortgagee may be conditioned upon such further indemnifications provided to the Mortgagee by or on behalf of the Mortgagor as the Mortgagee may request. No termination pursuant to this Section shall affect the indemnification provided for in this Article.

9.17 Specific Performance. The failure by the Mortgagor to perform all and singular the Mortgagor's obligations hereunder will result in irreparable harm to the Mortgagee for which the Mortgagee shall have no adequate remedy at law. Consequently, the Mortgagor agrees that such obligations are and shall be specifically enforceable by the Mortgagee.

9.18 Intent. It is intended that:

(a) this Agreement take effect as a sealed instrument;

(b) with the exception of the Mortgagee's internal costs and expenses, all costs and expenses incurred by the Mortgagee in connection with the Mortgagee's relationship(s) with the Mortgagor shall be borne by the Mortgagor; and

(c) the interests created by this Agreement secure all of the Liabilities of the Mortgagor to the Mortgagee, whether now existing or hereafter arising.

9.19 Receipt of Copy. The Mortgagor acknowledges having received a copy of this Agreement.

9.20 Reference. This instrument may be referred to herein as the "Mortgage," or "Agreement," but no such reference shall limit the effectiveness of this instrument for any Mortgagee hereunder.

IN WITNESS WHEREOF the Mortgagor has executed this Agreement as a sealed instrument on the date first above written.

Ivan Dragicevic By
MICHAEL T. STARR POA
Ivan Dragicevic

Laureen Dragicevic
Laureen Dragicevic

COMMONWEALTH OF MASSACHUSETTS

, ss. My 15, 2001

[redacted]

Then personally appeared the above-named **Ivan Dragicevic** and **Laureen Dragicevic** and acknowledged the foregoing instrument to be their free act and deed of, before me,

Notary Public MICHAEL T STACK
My Commission Expires: 9/22/06

L'ABBATEO IMPERTINENTE

[redacted]

EXHIBIT

Unit No. 3B (the "Unit") of the [redacted] Condominium (the "Condominium"), created pursuant to Chapter 183A of the Massachusetts General Laws (the "Act") by Master Deed dated October 3, 1985, and recorded with Suffolk Registry of Deeds at Book [redacted], Page [redacted] (the "Master Deed").

Together with an undivided 4.9 percentage interest in (a) the common areas and facilities described in the Master Deed and in (b) the [redacted] Condominium Association, Inc., the organization of unit owners through which the Condominium is managed and regulated.

Subject to and with the benefit of the provisions of the Act; the provisions, easements agreements restrictions and covenants of the Condominium, as set forth in the Master Deed and floor plans; the By-laws of the [redacted] Condominium Association, Inc. recorded with the Master Deed; and real estate taxes not yet due and payable as of the date hereof.

[redacted]

453

RESIDENTIAL CONDOMINIUM UNIT DEED

I, Patrick W. S[redacted] and Janet S[redacted], of [redacted] Street, Unit 2B, Boston, Massachusetts, [redacted], for consideration paid of Five Hundred Seventy-five Thousand and 00/100 Dollars ($575,000.00)

grant to: Ivan Dragicevic and Laureen Dragicevic, husband and wife, as tenants by the entirety

whose address is: [redacted] Street, Unit 3B, Boston, Massachusetts, [redacted]

with QUITCLAIM COVENANTS

Unit No. 3B of [redacted] Condominium created by Master Deed dated October 3, 1985 and recorded in Suffolk Registry of Deeds on October 3, 1985 in Book [redacted], Page [redacted].

The Post Office address of the unit is at [redacted] Street, Unit 3B, Boston, Massachusetts.

The unit is shown on a plan recorded with the first deed of this unit, to which is affixed a verified statement in the form provided by G.L. c. 183A s. 9, and is conveyed subject to and with the benefit of the obligations, restrictions, rights and liabilities contained in G.L. c. 183A, the Master Deed, the documents establishing the organization of unit owners and the By-Laws, as amended of record.

Each of the units in the Condominium is intended for residential purposes and such other uses as are set forth in the Master Deed.

The undivided percentage interest of the unit in the common areas and facilities is 4.9%.

For title see deed in Book [redacted], Page [redacted].

Executed under seal this 18TH day of May, 2001.

Patrick W. S[redacted]

Janet Sweeney

SUFFOLK REGISTRY OF DEEDS
RECD AND ENTERED FOR ATTEST
2001 MAY 18 PM 3:19
REGISTER OF DEEDS

Property address: [redacted] Street, Unit 3B, Boston, Massachusetts

20

25

MICHAEL STARR
TAYLOR GANSON & PERROTTI LLP
100 FEDERAL ST
BOSTON MA 02110

LA TUA FOTO PERTINENTE

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss. JAN 18, 2001

Then personally appeared before me the above named Patrick W. S[redacted] and Janet S[redacted] and acknowledged the foregoing to be their free act and deed.

Notary Public MICHAEL J STARR
My Commission Expires: 9/22/06

L'ABATTEO IMPERTINENTE

BOSTON
DEEDS REG 19
SUFFOLK

CANCELLED

FEE $[illegible]
CASH $2622.00

Bk: [redacted] Pg: [redacted]

State Form 290

COMMONWEALTH OF MASSACHUSETTS
City of Boston
OFFICE OF THE COLLECTOR-TREASURER
Certificate of Municipal Liens

2005 00044275
Bk: [redacted] Pg: [redacted] Doc: CML
Page: 1 of 1 04/07/2005 12:46 PM

NO: 922984

Date: 04-Mar-2005
Ward, Parcel: 03-02321-024
UNIT: UN 3-B

ON REAL ESTATE LOCATED AT: [redacted] ST

2005 Assessed to: DRAGICEVIC IVAN

	Area	Land	Building	Total	Tax
Assessment 2005	1,273	0	451,900	451,900	4,848.89

Taxes and Apportioned Assessments	Year 2005	Year 2004	Tax Title	Total
Overdue Preliminary	.00			
3rd Quarter Balance	.00			
4th Quarter Balance	1,277.74			
Assessments Apportioned, including committed interest:				
Street				
Sidewalk				
Charges and Fees	.00			
Interest:	.00			
Total Owed:	1,277.74			1277.74

Betterment assessments not yet added to tax

Kind	Book	Page	Lien Attaches	Original Amount	Period of Apportionments	Apportioned
Sidewalk					from to	
					Interest	
Street					from to	
					Interest	
Sewer					from to	
					Interest	
					TOTAL	NONE

Inspectional Services: NONE

TOTAL DUE ON THIS CERTIFICATE: 1277.74

Water Charges: Contact Water & Sewer Commission

It is hereby certified from available information that above are listed all taxes and assessments, which on the above date constitute liens on the parcel of real estate specified in your application, dated: 04-Mar-2005 .

The AMOUNTS NOW PAYABLE on account of such real estate so far as they are fixed and ascertained are itemized above. Any amount not ascertainable is so stated.

I have no knowledge of any other lien outstanding.

Anna M Burton
Asst. Collector-Treasurer

Fee for this certificate, $ 25.00 Applicant's Name: CUSHING

This form approved by the Commissioner of Department of Revenue

Bk: [redacted] Pg: [redacted]

Cushing & Dolan, P.C.
520 Providence Highway
Suite 10
Norwood, MA 02062

2005 00042189
Bk: [redacted] Pg: [redacted] Doc: UD
Page: 1 of 2 04/01/2005 04:06 PM

UNIT DEED

[redacted] STREET, UNIT 3B, BOSTON MA [redacted]

MASSACHUSETTS EXCISE TAX
Suffolk County District ROD # 001
Date: 04/01/2005 04:06 PM
Ctrl# 044522 08916 Doc# 00042189
Fee: $2,918.40 Cons: $640,000.00

We, Ivan Dragicevic and Laureen Dragicevic of Boston, Suffolk County, for consideration paid of SIX HUNDRED FORTY THOUSAND 00/100 ($640,000.00) DOLLARS grant to Joseph T. D[redacted] and Maureen D[redacted], Husband and Wife as Tenants by the Entirety, of [redacted] Road, Marblehead MA [redacted] with QUITCLAIM COVENANTS

Unit No. 3B (the "Unit") in the [redacted] Condominium, a condominium ("Condominium"), established pursuant to Massachusetts General Laws, Chapter 183A, by Master Deed dated October 3, 1985 and recorded in the Suffolk County Registry of Deeds at Book [redacted], Page [redacted], as amended ("Master Deed"), which Unit contains 1273 square feet, more or less (as delineated in the Master Deed) and is shown on the floor plans attached to the Unit Deed recorded at Book [redacted], Page [redacted], to which is affixed a verified statement of a registered architect in compliance with M.G.L.c. 183A, Section 9.

The Unit is conveyed together with:

1. An undivided interest of 4.9 % in the common-areas and facilities ("Common Elements") of the Condominium described in the Master Deed, attributable to the Unit.

2. An easement for the continuance of all encroachments by the Unit on any adjoining units or Common Elements existing as a result of construction of the Building, or which may come into existence hereafter as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building or of the Unit after damage or destruction by fire or other casualty, or after a taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Trustees.

3. An easement in common with the owners of other units to use any pipes, wires, ducts, flues, cables, conduits, public utility lines, and other Common Elements located in any of the other units or elsewhere in the Condominium and serving the Unit.

4. Rights and easements in common with other Unit Owners as described in the Master Deed and related Condominium Trust.

Said Unit is conveyed subject to:

(1) Easements in favor of adjoining units and in favor of the Common Elements for the continuance of all encroachments of such adjoining units or Common Elements on the Unit, now existing as a result of construction of the Building, or which may come into existence hereafter as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building or of any adjoining unit or of the Common Elements after damage or destruction by fire or other casualty, or after a taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Trustees.

Bk: [redacted] Pg: [redacted]

(2) An easement in favor of the other units to use the pipes, wires, ducts, flues, conduits, cables, public utility lines, and other Common Elements located in the Unit or elsewhere in the Condominium and serving such other units.

(3) The provisions of the Condominium and Unit Deed, the Master Deed, the Declaration of Condominium Trust, as the same may be amended from time to time, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, his family, servants, and visitors, as though such provisions were recited and stipulated at length herein.

(4) All easements, agreements, restrictions and conditions of record, insofar as the same are now in force and applicable.

The Unit is intended only for residential purposes, and no other use may be made of the Unit.

For Grantor's title see the deed at Book [redacted], Page [redacted].

Witness our hands and seals this 31 day of March 2005.

Ivan Dragicevic

Laureen Dragicevic

COMMONWEALTH OF MASSACHUSETTS

Suffolk COUNTY, SS: MARCH 31, 2005

Then personally appeared the above named Ivan Dragicevic and Laureen Dragicevic, who produced drivers' licenses and/or passports as evidence of identification, and acknowledged the foregoing document to be their free act and deed before me,

Notary Public
My Commission Expires:

FABRICATO IMPERTINENTE

Address [redacted] ST

Parcel ID [redacted]
Owner D[redacted] JOSEPH T
Property Type 0102
Land Use Residential Condo Unit

Structure
Lot Size 1273 sq ft
Living Area
Style
Stories
Bedrooms

Valuation
Land $0.00
Building $549,700.00
Total $549,700.00
Tax $5,843.31
Residential Exemption No

Address [redacted] ST

Parcel ID [redacted]
Owner D[redacted] JOSEPH T
Property Type 0102
Land Use Residential Condo Unit

Structure
Lot Size 1273 sq ft
Living Area
Style
Stories
Bedrooms

Valuation
Land $0.00
Building $549,700.00
Total $549,700.00
Tax $5,843.31
Residential Exemption No

1204

05/28/2004 Doc: 1204

2004052800833 Bk: [redacted] Pg: [redacted]
05/28/2004 14:29:00 OTHER Pg 1 /2
REGISTER OF DEEDS

SUFFOLK REGISTRY
RECORDED & EXAMINED
2004 MAY 28 PM 4:04

Hurley & Sullivan
Attorneys at Law
133 Washington St.
Norwell, MA 02061

POWER OF ATTORNEY
BY: IVAN DRAGICEVIC
TO: LAUREEN DRAGICEVIC

UNITED STATES OF AMERICA
COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Suffolk

BE IT KNOWN, that on this 22 day of May, 2004,

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the Commonwealth of Massachusetts, and County of _____, and in the presence of the competent witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

IVAN DRAGICEVIC, a person of the full age of majority, domiciled in the City of Boston, Commonwealth of Massachusetts, who declared under oath to me, Notary, that he is now married to Laureen Dragicevic, and that his present mailing address is [redacted] Street, Unit 3B, Boston, Massachusetts [redacted] (hereinafter "Principal") who declared under oath that Principal does hereby make, constitute, and appoint his spouse, Laureen Dragicevic, a person of the full age of majority and a resident of and domiciled in the City of Boston, Commonwealth of Massachusetts (hereinafter referred to as "Agent"), to be Principal's true and lawful agent and attorney-in-fact, hereby giving and granting unto the Agent full power and authority, for Principal, in Principal's name, place, and stead, to do and perform all the things and acts specified herein, intending that this power of attorney shall be durable in nature as it relates to the purposes stated herein, and shall not be terminated or in any way render null and void by Principal's subsequent illness, incompetence or incapacity.

Principal further authorizes and empowers Agent to do and perform any and every act, matter, and thing whatsoever, as shall or may be requisite and necessary in order to effectuate the purposes for which this power of attorney is granted, as fully and with like effect as if Principal had been personally present and had done any such thing, performed any such act, and/or signed any and all such instruments or other agreements, Principal hereby ratifying and confirming any and all things done by Principal's Agent and adopting them as Principal's own act and deed in any way connected with the purposes stated herein.

Principal further expressly stipulates that any ambiguities which may arise in the interpretation hereof shall be liberally construed so as to effectuate the purposes hereof and to validate all things done by Agent. Whenever used herein, the singular number shall include the plural, and the masculine or feminine gender shall include all genders.

The purposes for which this power of attorney is granted are to:

1. Direct, instruct, authorize, and permit Agent to bargain for, contract for and purchase, in the names of Principal and Laureen Dragicevic, personally, the real estate property known at [redacted] Lane, Peabody, Massachusetts [redacted], as more particularly described in a deed recorded in the Essex County Registry of Deeds, Book [redacted], Page [redacted] (hereinafter, the "Property"), including without limitation, to pay and discharge any and all charges, expenses, and closing costs in connection therewith, and to pay and obtain receipt for the price.

2. Direct, instruct, authorize, and permit Agent, on behalf of Principal:

a. To borrow in the names of Principal and Laureen Dragicevic, personally, from First Bank and Trust, a Louisiana state-chartered bank, with its principal place of business located at 909 Poydras Street, Suite 100, New Orleans, Louisiana 70112 (hereinafter, "Bank"), the sum of $800,000.00 according to such terms and conditions as Bank may require in its sole discretion, and as Agent, in Agent's sole and uncontrolled discretion, shall deem proper;

b. To grant security interests to Bank in the Property purchased hereunder and in such other property as

RETURN TO:
Hurley & Sullivan
133 Washington St.
Norwell, MA 02061

[redacted]

2004052800833 Bk:[redacted] Pg:[redacted]
05/28/2004 14:29:00 OTHER Pg 2/2

may be required by Bank as Agent, in Agent's sole and uncontrolled discretion, shall deem acceptable, including that certain real estate property known as [redacted] Street, Unit 3B, Boston, Massachusetts [redacted] (hereinafter, the "Additional Property");

c. To execute any and all such documents on behalf of Principal as may be required by Bank to effect such borrowing, including security instruments, evidences of indebtedness, and related instruments as Agent, in Agent's sole and uncontrolled discretion, shall deem acceptable, including, without limitation, purchase agreements, and amendments thereto, promissory notes, contracts, affidavits and indemnity agreements, security agreements, pledge agreements; conventional, multiple-indebtedness, deeds of trust and other mortgages to encumber the Property and the Additional Property; assignments of rent and leases, affidavits of name and identification, closing statements, loan applications and commitments, collateral receipts and acknowledgments, disbursement request forms, and amendments or modifications to any or all such instruments, the foregoing instruments to contain such terms and conditions as Agent, in Agent's sole and uncontrolled discretion shall consider proper, including, without limitation, all security clauses, confession of judgment, waiver of appraisement, waiver of homestead exemption from seizure, waiver of all notice, demands and delays, and pact de non alienando; as well as any other documents as may be required by Bank to close the transaction contemplated herein;

d. To obligate Principal jointly, severally, and in solido with Laureen Dragicevic, personally, any other borrowers, guarantors, sureties, and/or purchasers if any there may be in connection with the loan aforesaid.

3. Direct, instruct, authorize, and permit Agent, on behalf of Principal to do and perform such other acts, and to make, execute, and deliver such further documents in connection with such notes, mortgages, contracts, affidavits, indemnities, agreements, and other instruments, as Agent, in Agent's sole, and uncontrolled discretion, shall consider proper.

This power of attorney shall be governed under the laws of Louisiana.

THUS DONE AND PASSED, in multiple originals, at 430, Hanover St. Boston on the day, month, and year first hereinabove set forth, in the presence of the undersigned competent witnesses who have hereunto signed their names with said Principal and me, Notary, after due reading of the whole.

WITNESSES: 5-22-04

[redacted]

PRINCIPAL:

Ivan Dragicevic

Notary Public
John J. Cammarata
My commission expires 1/20/08 (SEAL)

Acceptance of Appointment by Agent:

By her signature below, Agent hereby accepts such appoint by Principal according to the terms and conditions, and for the purposes contained, herein.

AGENT:

Laureen Dragicevic

1203

RECORDATION REQUESTED BY:
FIRST BANK AND TRUST
COMMERCIAL LENDING
909 POYDRAS ST., STE. 100
NEW ORLEANS, LA 70112

WHEN RECORDED MAIL TO:
FIRST BANK AND TRUST
COMMERCIAL LENDING
909 POYDRAS ST., STE. 100
NEW ORLEANS, LA 70112

SEND TAX NOTICES TO:
FIRST BANK AND TRUST
COMMERCIAL LENDING
909 POYDRAS ST., STE. 100
NEW ORLEANS, LA 70112

2004 MAY 28 PM 4:03
SUFFOLK REGISTRY
REGISTER OF DEEDS

FOR RECORDER'S USE ONLY

NOTICE: THIS SUBORDINATION OF MORTGAGE AND INDEBTEDNESS RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

SUBORDINATION OF MORTGAGE AND INDEBTEDNESS

THIS SUBORDINATION OF MORTGAGE AND INDEBTEDNESS dated May 24, 2004, is made and executed among IVAN DRAGICEVIC and LAUREEN DRAGICEVIC ("Borrower"); JOSEPH C[redacted] ("Mortgagee"); and FIRST BANK AND TRUST ("Lender").

SUBORDINATED INDEBTEDNESS. Mortgagee has extended the following described financial accommodations (the "Subordinated Indebtedness") to IVAN DRAGICEVIC and LAUREEN DRAGICEVIC ("Mortgagor"):

A PROMISSORY NOTE IN THE ORIGINAL SUM OF $579,820.03 DATED MAY 18, 2001 IN FAVOR OF JOSEPH C[redacted], WITH A MATURITY DATE OF MAY 15, 2016.

SUBORDINATED MORTGAGE. *The Subordinated Indebtedness is secured by a mortgage dated* May 15, 2001 from Mortgagor to Mortgagee (the "Subordinated Mortgage") recorded in SUFFOLK County, Commonwealth of Massachusetts as follows:

RECORDED: MAY 18, 2001, SUFFOLK REGISTRY OF DEEDS, [redacted], PAGE [redacted].

REAL PROPERTY DESCRIPTION. The Subordinated Mortgage covers the following described real property (the "Real Property") located in SUFFOLK County, Commonwealth of Massachusetts:

See SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF, which is attached to this Subordination and made a part of this Subordination as if fully set forth herein.

The Real Property or its address is commonly known as [redacted] STREET, UNIT 3B, BOSTON , MA [redacted].

REQUESTED FINANCIAL ACCOMMODATIONS. Mortgagee, who may or may not be the same person or entity as Mortgagor, and Borrower each want Lender to provide financial accommodations to Borrower (the "Superior Indebtedness") in the form of (A) new credit or loan advances, (B) an extension of time to pay or other compromises regarding all or part of Borrower's present indebtedness to Lender, or (C) other benefits to Borrower. Borrower and Mortgagee each represent and acknowledge to Lender that Mortgagee will benefit as a result of these financial accommodations from Lender to Borrower, and Mortgagee acknowledges receipt of valuable consideration for entering into this Subordination.

LENDER'S LIEN. As a condition to the granting of the requested financial accommodations, Lender has required that its mortgage or other lien on the Real Property ("Lender's Lien") be and remain superior to the Subordinated Mortgage.

NOW THEREFORE THE PARTIES TO THIS SUBORDINATION HEREBY AGREE AS FOLLOWS:

SUBORDINATION. The Subordinated Mortgage and the Subordinated Indebtedness secured by the Subordinated Mortgage is and shall be subordinated in all respects to Lender's Lien and the Superior Indebtedness, and it is agreed that Lender's Lien shall be and remain, at all times, prior and superior to the lien of the Subordinated Mortgage. Mortgagee also subordinates to Lender's Lien all other Security Interests in the Real Property held by Mortgagee, whether now existing or hereafter acquired. The words "Security Interest" mean and include without limitation any type of collateral security, whether in the form of a lien, charge, mortgage, deed of trust, assignment, pledge, chattel mortgage, chattel trust, factor's lien, equipment trust, conditional

RETURN TO:
DURKEY + SULLIVAN
133 WASHINGTON ST.
NEWTON, MA 0206[illegible]

05/28/2004 Doc: 1203

sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

MORTGAGEE'S REPRESENTATIONS AND WARRANTIES. Mortgagee hereby represents and warrants to Lender that Mortgagee has heretofore delivered to Lender a true, correct and complete copy of the Promissory Note and Mortgage Deed, (a copy of each which is attached hereto as Exhibit "B") which constitutes the entire agreement between the parties thereto and *Mortgagee further acknowledges that the Promissory Note and Mortgage Deed is in full force and effect and that no default by* Mortgagee or, to Mortgagee's knowledge, by other party under the terms and provisions of the Promissory Note and Mortgage Deed exists as of the date hereof.

MORTGAGEE WAIVERS. *Mortgagee waives any right to require Lender:* (A) to make, extend, renew, or modify any loan to Borrower or to grant any other financial accommodations to Borrower whatsoever; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of any Superior Indebtedness secured by Lender's Lien, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Superior Indebtedness, or in connection with the creation of new or additional indebtedness; (C) to resort for payment or to proceed directly or at once against any person, including Borrower; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, at any time, with respect to any matter whatsoever.

LENDER'S RIGHTS. Lender may take or omit any and all actions with respect to Lender's Lien without affecting whatsoever any of Lender's rights under this Subordination. In particular, without limitation, Lender may, without notice of any kind to Mortgagee, (A) make one or more additional secured or unsecured loans to Borrower; (B) repeatedly alter, compromise, renew, extend, accelerate, or otherwise change the time for payment or other terms of the Superior Indebtedness or any part of it, including increases and decreases of the rate of interest on the Superior Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) take and hold collateral for the payment of the Superior Indebtedness, and exchange, enforce, waive, and release any such collateral, with or without the substitution of new collateral; (D) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or guarantors on any terms or manner Lender chooses; (E) determine how, when and what application of payments and credits, shall be made on the Superior Indebtedness; (F) apply such security and direct the order or manner of sale of the security, as Lender in its discretion may determine; and (G) transfer this Subordination to another party.

DEFAULT BY BORROWER. If Borrower becomes insolvent or bankrupt, this Subordination shall remain in full force and effect. Any default by Borrower under the terms of the Subordinated Indebtedness also shall constitute an event of default under the terms of the Superior Indebtedness in favor of Lender.

WAIVERS AND MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Subordination:

Amendments. *What is written in this Subordination is Mortgagee's entire agreement with Lender concerning the matters* covered by this Subordination. To be effective, any change or amendment to this Subordination must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Attorneys' Fees; Expenses. *If Lender institutes any suit or action to enforce any of the terms of this Subordination,* Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees equal to 25.000% of the principal balance due on the Indebtedness at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees equal to 25.000% of the principal balance due on the Indebtedness and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees equal to 25.000% of the principal balance due on the Indebtedness and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Mortgagee also will pay any court costs, in addition to all other sums provided by law.

Authority. The person who signs this Subordination as or on behalf of Mortgagee represents and warrants that he or she has authority to execute this Subordination and to subordinate the Subordinated Indebtedness and the Mortgagee's security interests in Mortgagee's property, if any.

Caption Headings. Caption headings in this Subordination are for convenience purposes only and are not to be used to interpret or define the provisions of this Subordination.

Governing Law. This Subordination will be governed by and interpreted in accordance with federal law and the laws of the State of Louisiana, except and only to the extent of procedural matters related to the perfection and enforcement of Lender's rights and remedies against the Property, which will be governed by the laws of the Commonwealth of Massachusetts. However, if there ever is a question about whether any provision of this Subordination is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction which is evidenced by the Note and this Subordination has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Louisiana.

Successors. This Subordination shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Subordination, and the covenants of Mortgagee herein in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the Superior Indebtedness.

No Waiver by Lender. Mortgagee understands Lender will not give up any of Lender's rights under this Subordination unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Mortgagee will not have to comply with the other provisions of this Subordination. Mortgagee also understands that if Lender does consent to a request, that does not mean that Mortgagee will not have to get Lender's consent again if the situation happens again. Mortgagee further understands that just because Lender consents to one or more of Mortgagee's requests, that does not mean Lender will be required to consent to any of Mortgagee's future requests. Mortgagee waives presentment, demand for payment, protest, and notice of dishonor.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

EACH PARTY TO THIS SUBORDINATION ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS SUBORDINATION, AND EACH PARTY AGREES TO ITS TERMS. THIS SUBORDINATION IS DATED MAY 24, 2004.

THIS SUBORDINATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS SUBORDINATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

X Ivan Dragicevic (Seal)

IVAN DRAGICEVIC, APPEARING HEREIN BY HIS AGENT AND ATTORNEY IN FACT, LAUREEN DRAGICEVIC

X Laureen Dragicevic (Seal)

LAUREEN DRAGICEVIC, INDIVIDUALLY

MORTGAGEE:

X [redacted] (Seal)

JOSEPH C[redacted]

LENDER:

FIRST BANK AND TRUST

X Kelley Vaag (Seal)

Authorized Officer

VIDIMATEO IMPERTINENTE

[redacted] [redacted]

INDIVIDUAL ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS

On this 24TH day of MAY, 2004 before me, appeared **LAUREEN DRAGICEVIC, INDIVIDUALLY AND AS AGENT AND ATTORNEY IN FACT FOR IVAN DRAGICEVIC, known to be the person who executed the foregoing instrument in behalf of IVAN DRAGICEVIC, and acknowledged that he executed the same as the free act and deed of said Subordination of** Mortgage and Indebtedness.

Notary Public
My commission expires 1/27/06

(Affix Notarial Seal)

OFFICIAL SEAL
CHRISTOPHER L. SULLIVAN
NOTARY PUBLIC - MASSACHUSETTS
My Comm. Expires 01/27/06

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Louisiana)
PARISH COUNTY OF Orleans) **SS**

On this day before me, the undersigned Notary Public, personally appeared **JOSEPH C[redacted]**, to me known to be the individual described in and who executed the Subordination of Mortgage and Indebtedness, and acknowledged that he signed the Subordination of Mortgage and Indebtedness as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Notary Public
My commission expires at death

(Affix Notarial Seal)

LENDER ACKNOWLEDGMENT

STATE OF Louisiana)
Parish COUNTY OF Orleans) **SS**

On this 21 day of May, 2004, before me, the undersigned Notary Public, personally appeared Holley Haag and known to me to be the Assistant Vice President authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By [redacted] **Residing at** New Orleans, LA

Notary Public in and for the State of Louisiana **My commission expires** at death

(Affix Notarial Seal)

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[redacted] [redacted]

Exhibit A
Unit 3B, [redacted] Street, Boston, MA

Unit No. 3B of [redacted] Condominium created by Master Deed dated October 3, 1985 and recorded in Suffolk Registry of Deeds on October 3, 1985 in Book [redacted], Page [redacted].

The Post Office address of the unit is: [redacted] Street, Unit 3B, Boston, MA [redacted]

The unit is shown on a plan recorded with the first deed of this unit, to which is affixed a verified statement in the form provided by G.L.c. 183A s. 9, and is conveyed subject to and with the benefit of the obligations, restrictions, rights and liabilities contained in G.L. c. 183A, the Master Deed, the documents establishing the organization of unit owners and the By-Laws, as amended of record.

Each of the units in the Condominium is intended for residential purposes and such other uses as are set forth in the Master Deed.

The undivided percentage interest of the unit in the common areas and facilities is 4.9%.

Being the same premises conveyed to Ivan Dragicevic and Laureen Dragicevic by deed from Patrick W. S[redacted] and Janet S[redacted] dated May 18, 2001 and recorded with the Suffolk County Registry of Deeds in Book [redacted], Page [redacted].

L'ABITO IMPERMEABILE

Exhibit "B" [redacted] [redacted]

PROMISSORY NOTE

$579,820.03

Boston, Massachusetts
May 18, 2001

BORROWER: Ivan Dragicevic and Laureen Dragicevic, of Boston, Massachusetts

LENDER: Joseph C[redacted], of New Orleans, Louisiana

1. BORROWER'S PROMISE TO PAY

In return for a loan that we have received, we promise to pay lender FIVE HUNDRED SEVENTY-NINE THOUSAND, EIGHT HUNDRED TWENTY AND 03/100 Dollars ($579,820.03) (this amount is called "principal") plus interest. We understand that the Lender may transfer this Note and that any successor to the Lender's interest herein has the same rights and obligations as though he were the original holder of this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments hereunder is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. We will pay interest at a yearly rate of six and one-quarter percent (6.25 %) which interest rate is fixed and will not change throughout the life of this Note.

3. PAYMENTS

(A) Time and Place of Payments

We will pay principal and interest by making payments, as herein described. We will make payments on each anniversary of the date of this Note, beginning on May 15, 2002. We will make these payments every year until we have paid all of the principal and interest and any other charges described below that we may owe under this Note. Our annual payments shall be in the amount of SIXTY THOUSAND, SIX HUNDRED SEVENTY-EIGHT AND 88/100 Dollars ($60,678.88). Each installment, when paid, shall be applied, first, to the payment of all interest then due on the unpaid balance of the principal and the balance of such installment, after paying such interest, shall be applied in reduction of the unpaid balance of the principal. We will pay the entire amount of principal outstanding and any other charges described below that we may

[redacted] [redacted]

owe under this Note including any unpaid interest on May 15, 2016, the "Maturity Date", or at such time as we sell or otherwise transfer ownership of the collateral, as such term is defined in Section 3.3 of the Mortgage Deed, of even date herewith, securing this Note, or until such time as we cease to use the collateral as our primary residence. We will make annual payments to Joseph C. C[redacted], at [redacted] Street, Suite [redacted], New Orleans, LA [redacted], or at a different place if required by the Note Holder.

4. BORROWER'S RIGHT TO PREPAY

We have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When we make a prepayment, we will tell the Note Holder in writing that we are doing so.

We may make full prepayment or partial prepayment without paying any prepayment charge. The Note Holder will use all of our prepayments to reduce the amount that we owe under this Note. If we make a partial prepayment, there will be no changes in the due dates of our monthly payment, but Lender may, at his discretion, reduce our monthly payments such that the unpaid principal remaining after such prepayment is amortized, along with all applicable interest, over the remainder of the term of this Note.

5. ADDITIONAL CONSIDERATION

As an additional promise in return for the loan we have received under this Note, we have agreed as follows:

(A) At such time as we sell the property we currently own at [redacted] Street, #5, Boston, Massachusetts, we shall repay in full the note secured by the mortgage deed to such property, which mortgage deed is held by Lender.

(B) Any proceeds of the sale of [redacted] Street, #5, Boston, Massachusetts in excess of the amount required to repay in full the note secured by the mortgage deed to such property shall be paid over to Lender as a prepayment on this Note.

6. LOAN CHARGES

If a law, which applies to this loan and sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) any sums already collected from me which exceeded the permitted limits will be refunded to us. The Note Holder may choose to make this refund by reducing the principal we owe under this Note or by making a direct payment to us. If a refund reduces principal, the reduction shall be treated as a partial prepayment.

[redacted] [redacted]

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received a full amount of any monthly payment by the end of 15 calendar days after the date it is due, we will pay a late charge to the Note Holder. The amount of the charge will be 3% of our overdue payment. We will pay the late charge promptly but only once on each late payment.

(B) Default

If we do not pay the full amount of each monthly payment on the date it is due, we will be in default.

(C) Notice of Default

If we are in default, the Note Holder may send us a written notice telling us that if we do not pay the overdue amount by a certain date, the Note Holder may require us to pay immediately the full amount which has not been paid (the entire outstanding principal balance) and all the interest that we owe on that amount. That certain date must be at least 30 days after the date on which the notice is delivered or mailed to us.

(D) No Waiver By Note Holder

Even if, at a time when we are in default, the Note Holder does not require us to pay immediately in full as described above, the Note Holder will still have the right to do so if we are in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required us to pay immediately in full as described above, the Note Holder will have the right to be paid back by us for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expense include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to us under this Note will be given by delivering it or by mailing it by certified mail, return receipt requested, to us at [redacted] Street, Unit 3B, Boston Massachusetts, or at a different address if we give the Note Holder a notice of our different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by certified mail, return receipt requested, to the Note Holder at the address in Section 3(A) above or at a different address if we are given notice of that different address.

[redacted]

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us altogether. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

We and any other person who has obligations under this Note waive the right to presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage Deed, dated the same date as this Note, protects the Note Holder from possible losses which might result if we do not keep the promises which we make in this Note. The property subject to that Security Agreement is Unit 3B of the [redacted] Condominium, [redacted] Street, Boston, Massachusetts. That Mortgage Deed describes how and under what conditions we may be required to make immediate payment in full of all amounts we owe under this Note.

WITNESS MY HAND AND SEAL THIS 18th DAY OF MAY 2001.

Ivan Dragicevic

Laureen Dragicevic

Witness

SUFFOLK REGISTRY OF DEEDS

MAY 18 2001

3 H 19 M

RECEIVED FOR RECORD

454 [redacted]

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That I, the undersigned, **Ivan Dragicevic** of [redacted] Street, Boston, Massachusetts, desire to authorize **Michael J. Starr** of Taylor, Ganson & Perrin, LLP, of 160 Federal Street, Boston, Massachusetts 02110, for me and in my name to take any action with regards to Unit 3B, [redacted] Street, Boston, MA (said unit being hereafter called the "Property") as may be necessary to purchase the Property.

NOW, THEREFORE I, the undersigned, **Ivan Dragicevic,** hereby make, constitute and appoint the said **Michael J. Starr** as my true and lawful attorney for me and in my name, until this power shall be revoked by an instrument of revocation, generally authorizing him to do, execute, and perform any act whatsoever that ought to be done with regards to said Property as fully as I, the undersigned, could do if personally present, including but not limited to executing, acknowledging, and delivering any contracts, notes, mortgages, pledges, leases, disclosure statements, settlement statements, compliance agreements, and any other documents in any way related to the acquisition of the Property.

My said Attorney is empowered to determine in his sole discretion the time when, purpose for and manner in which any power herein conferred upon him shall be exercised, and the conditions, provisions, and covenants of any instrument or document which may be executed by him pursuant hereto.

This special or limited Power of Attorney shall not be affected by the subsequent disability or incapacity of the principal, as authorized by M. G. L. C. 201B. All rights, powers and authorities granted by me shall commence as of the date hereof and shall remain in full force and effect until a revocation of this Power of Attorney has been received by my Attorney-in-Fact.

WITNESS my hand and seal this 16th day of April, 2001.

Ivan Dragicevic

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss. APRIL 16, 2001

Then personally appeared the above named **Ivan Dragicevic**, and acknowledged the foregoing to be his free act and deed, before me.

Notary Public MICHAEL J STARR

My commission expires: 9/22/02

Exhibit "B"

[redacted]

455

MORTGAGE DEED

THIS MORTGAGE is granted this 15th day of May 2001, to **Joseph C**[redacted] (hereinafter the "Mortgagee"), with a principal mailing address of [redacted] Street, Suite [redacted], New Orleans, LA [redacted] by **Ivan Dragicevic** and **Laureen Dragicevic** (hereinafter the "Mortgagor") of [redacted] Street, Unit 3B, Boston, Massachusetts. In consideration of the mutual covenants contained herein and benefits derived herefrom, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor agrees to the following terms and conditions:

ARTICLE 1 - GRANT OF MORTGAGE INTEREST

1.1 Mortgage Interest. To secure the Mortgagor's prompt, punctual, and faithful payment and performance of all and each of the Mortgagor's present and future Liabilities (as that term is defined in Section 3.1 herein) to the Mortgagee, including, without limitation, those arising under a certain Promissory Note of even date in the principal amount of FIVE HUNDRED SEVENTY-NINE THOUSAND, EIGHT HUNDRED TWENTY AND 03/100 Dollars ($579,820.03) to the Mortgagee and any extensions, renewals, substitutions, modifications or replacements thereof (hereinafter said Note being referred to as the "Note") the Mortgagor hereby assigns and pledges to the Mortgagee the Collateral (as that term is defined in Section 3.3 herein) and hereby does convey to the Mortgagee with MORTGAGE COVENANTS, the premises known as Unit 3B of the [redacted] Condominium, as more fully described in the Exhibit attached hereto and incorporated by reference herein.

ARTICLE 2 - GRANT OF SECURITY INTEREST AND ASSIGNMENT

2.1 Security Interest. To secure the Mortgagor's prompt, punctual, and faithful payment and performance of all and each of the Mortgagor's present and future Liabilities to the Mortgagee, including, without limitation, those arising under the Note, the Mortgagor hereby grants to the Mortgagee a continuing security interest in and to, and assigns to the Mortgagee, the Collateral (as that term is defined in Section 3.3 herein).

2.2 Power of Attorney. The Mortgagor hereby irrevocably constitutes and appoints the Mortgagee as the Mortgagor's true and lawful attorney for the purpose of signing and filing or recording on behalf of the Mortgagor any financing or other statement in order to establish, perfect, or protect the Mortgagee's interest in the Collateral.

ARTICLE 3 - CERTAIN DEFINITIONS

As used herein, the following terms shall have the following meanings:

3.1 Liabilities. "Liabilities" shall include, without limitation, any and all liabilities, debts, and obligations of the Mortgagor to the Mortgagee, now or hereafter, each of every kind, nature and description, including previous obligations of the mortgagor to the mortgagee, regardless of whether such other obligations may be secured by other mortgagors or other security. "Liabilities" also includes, without limitation, each obligation to repay all loans,

advances, indebtedness, notes, obligations, and amounts now or hereafter at any time owing by the Mortgagor to the Mortgagee (including all future advances or the like whether or not given pursuant to a commitment by the Mortgagee), whether or not any of such are liquidated, unliquidated, secured, unsecured, direct, indirect, absolute, contingent, or of any other type, nature, or description. "Liabilities" also includes, without limitation, all interest and other amounts which may be charged to the Mortgagor and/or which may be due from the Mortgagor to the Mortgagee from time to time and all costs and expenses now or hereafter incurred or paid by the Mortgagee in respect of this and any other agreement between the Mortgagor and the Mortgagee or instrument furnished by the Mortgagor to the Mortgagee (including, without limitation, Costs of Collection, reasonable attorneys' fees, and all court and litigation costs and expenses). "Liabilities" also includes, without limitation, any and all obligations of the Mortgagor to act or to refrain from acting in accordance with the terms, provisions, and covenants of the within Agreement and of any other agreement between the Mortgagor and the Mortgagee or instrument now or hereafter furnished by the Mortgagor to the Mortgagee. As used herein, the term "indirect" includes, without limitation, all obligations and liabilities which the Mortgagee may now or hereafter incur or become liable for on account of or as a result of any transactions between the Mortgagee and the Mortgagor including, without limitation, any which might arise out of any Letter of Credit or similar instrument issued by the Mortgagee for the account of the Mortgagor and any which might arise out of any action brought or threatened against the Mortgagee, any guarantor or endorser of the Liabilities of the Mortgagor or any other person in connection with the Liabilities. The term "indirect" also refers to any direct or contingent liability of the Mortgagor to make payment towards any obligation now or hereafter held by the Mortgagee (including, without limitation, on account of any industrial revenue bond) to the extent so held by the Mortgagee. Mortgagee's books and records shall be prima facie evidence of the Mortgagor's indebtedness to the Mortgagee.

3.2 Costs of Collection. "Costs of Collection" includes, without limitation, all attorneys' fees and all out-of-pocket expenses incurred by the Mortgagee's attorneys and all costs incurred by the Mortgagee in the administration of the Liabilities, this Agreement, and all other documents, instruments, and agreements executed in connection with or relating to the Liabilities, including, without limitation, costs and expenses associated with travel on behalf of the Mortgagee. "Costs of Collection" also includes, without limitation, all attorneys' reasonable fees, out-of-pocket expenses incurred by the Mortgagee's attorneys and all costs incurred by the Mortgagee, including, without limitation, costs and expenses associated with travel on behalf of the Mortgagee, which costs and expenses are directly or indirectly related to or in respect of the Mortgagee's efforts to collect or enforce any of the Liabilities and/or to exercise or enforce any of the Mortgagee's rights, remedies or powers against or in respect of the Mortgagor and/or any other guarantor or person liable in respect of the Liabilities (whether or not suit is instituted in connection with such efforts). The Costs of Collection shall be added to the Liabilities of the Mortgagor to the Mortgagee, as if such had been lent, advanced, and credited by the Mortgagee to or for the benefit of the Mortgagor and shall accrue interest at the highest rate of interest charge relative to any of the Liabilities.

3.3 Collateral. "Collateral" shall include all and each of the following, whether singularly or collectively, whether now owned or now due or now existing or in which the Mortgagor has an interest or hereafter, at any time in the future, acquired, arising or to become

due or in which the Mortgagor obtains an interest to any of the following:

(a) the land with the buildings and improvements whether now existing or hereafter constructed or located thereon, as more particularly described on Exhibit A annexed hereto;

(b) all fixtures of whatever kind or nature owned by the Mortgagor, now or in the future contained in or on the Mortgaged Premises and any and all fixtures hereinafter installed in the Mortgaged Premises in any manner which renders such articles usable in connection therewith;

(c) all easements, covenants, agreements, and rights which are appurtenant to or benefit the Mortgaged Premises;

(d) all leases, contracts, or agreements entered into for the lease, rental, hire or use by the Mortgagor of any property of the same nature as the foregoing Subparagraphs in connection with the construction, operation, maintenance, or occupation of the Mortgaged Premises.

ARTICLE 4 - REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 Insurance. The Mortgagor hereby covenants and agrees to maintain public liability insurance, flood hazard insurance (if required), all risk insurance and such other insurance against such casualties or contingencies as may be required by the Mortgagee in sums and in companies satisfactory to the Mortgagee; provided, the property insurance on the Collateral shall be for no more than the lesser of (i) 100% of the full replacement value thereof or (ii) the amount of the Liabilities (meeting all co-insurance requirements). All policies shall contain a provision requiring at least twenty (20) days advance notice to the Mortgagee before any cancellation or modification.

In the event of damage by fire or other casualty, all insurance payments shall be payable to or endorsed to the Mortgagee. The Mortgagor may use the insurance proceeds to repair the Mortgaged Premises provided (a) sufficient funds are available to repair and restore the premises to its current condition or better; (b) all such repair or restoration is done in accordance with applicable Laws and with all necessary permits; (c) the funds are released by the Mortgagee upon requisition after completion of each stage and there remain sufficient funds to complete all work contemplated; and (d) the Mortgagor is otherwise in full compliance with its obligation to the Mortgagee.

Except as otherwise provided herein, all proceeds shall be used to reduce Mortgagor's obligations to Mortgagee, to be applied as Mortgagee shall elect.

4.2 Statutory Compliance. The Mortgagor shall comply with, shall not use any of the Collateral in violation of, and shall cause the Collateral to be in compliance with each and every License, statute, regulation, ordinance, decision, directive, order, by-law, or rule of any federal, state, municipal and other governmental authority which has or claims jurisdiction over the Mortgagor or any of the Collateral. The Mortgagor has obtained and will maintain in full force and effect the Licenses and all licenses, permits, and approvals necessary for the use,

maintenance, construction, and operation of the Collateral and at the option of the Mortgagee, will do all things and execute all such documents as the Mortgagee may request to assign the Mortgagor's rights therein to the Mortgagee.

4.3 Title to Collateral. The Mortgagor is and shall hereafter remain the owner of the Collateral free and clear of all voluntary or involuntary liens, encumbrances, attachments, security interest, purchase money security interests, assignments, mortgages, charges or other liens or encumbrance of any nature whatsoever with the exceptions of (a) the mortgage and security interest created herein, and (b) liens for real estate taxes not yet due and payble, and (c) prior mortgages of record.

4.4 Condition of Collateral. From time to time as the Mortgagee and the Mortgagee's representatives may reasonably request, the Mortgagor shall accord the Mortgagee and such representatives access to the Collateral and in connection with such access, will permit the Mortgagee and such representatives to inspect the Collateral, verify any information contained therein or relating thereto and verify the Mortgagor's compliance with the provisions of this Agreement or of any other agreement between the Mortgagor and the Mortgagee and any instrument to be furnished by the Mortgagor to the Mortgagee.

4.5 Taxes and other Costs. The Mortgagor shall pay when due all real and personal property taxes, assessments, charges, condominium charges, franchises, income, unemployment, old age benefits, withholding, sales and other taxes assessed against it and all insurance premiums relative to the Collateral. The Mortgagor shall deliver to the Mortgagee, upon request of Mortgagee, evidence of the payment by the Mortgagor of all such items. The Mortgagor agrees that the Mortgagee may, at its option, and from time to time, pay any taxes or insurance premiums, the payment of which is then due, discharge any liens or encumbrances on any of the Collateral or take any other action that the Mortgagee may deem proper to repair, insure, maintain or preserve any of the collateral or the Mortgagee's rights therein. The Mortgagor will pay to the Mortgagee on demand all amounts so paid or incurred by the Mortgagee. The obligation of the Mortgagor to pay such amounts shall be included in the Liabilities of the Mortgagor to the Mortgagee and shall accrue interest at the highest rate of interest charged relative to any of the Liabilities.

4.6 Litigation. There is no suit, action, proceeding or investigation presently pending or threatened against the Mortgagor or any of the Collateral, which is determined adversely, would have a material adverse effect upon the Mortgagor or the Collateral.

4.7 Future Action. The Mortgagor shall do all such things and execute all such documents from time to time hereafter as the Mortgagee may request in order to carry into effect the provisions and intent of this Agreement and to protect, perfect and maintain the Mortgagee's interest in and to the Collateral.

4.8 Additional Information. The Mortgagor shall furnish the Mortgagee with such financial information or other information pertaining to the operation of the Mortgagor and the Collateral as the Mortgagee may from time to time request. The Mortgagor further agrees that the Mortgagee may contact any third party, including without limitation, any lienholders on the

Collateral, any insurance company insuring the Collateral and any financial institution with which the Mortgagor maintains a loan or depository relationship, to obtain information relating to the ownership, use, operation, maintenance or construction of the Collateral. The Mortgagor hereby authorizes each such third party to release such information to the Mortgagee and agrees to execute any documents requested by the Mortgagee to enable the Mortgagee to obtain such information.

4.9 Hazardous Waste.

(a) The Mortgagor represents that neither the Mortgagor nor any person for whose conduct the Mortgagor is responsible ever:

(i) owned, occupied or operated a site or vessel on which any hazardous material or oil was or is stored (except if such storage was or is in compliance with all laws, ordinances and regulations pertaining thereto) transported or disposed of (the terms site, vessel and hazardous material respectively being used in this Section with the meaning given those terms in Massachusetts General Laws, Chapter 21E, as amended);

(ii) directly or indirectly transported or arranged for the transport of any hazardous material or oil;

(iii) caused or was legally responsible for any release or threat of release of any hazardous material or oil; and

(iv) received notification from any federal, state or other governmental authority of: any potential, known or threat of release of any hazardous material or oil on or from the premises on which the Mortgagee has been granted a Mortgage (the "Premises") or any other site or vessel owned, occupied or operated either by the Mortgagor or any person for whose conduct the Mortgagor is responsible or whose liability may result in a lien on the Premises; or the incurrence of any expense or loss by such governmental authority or by any other person in connection with the assessment, containment or removal of any release or threat of release of any hazardous material or oil from the Premises or any such site or vessel.

(b) The Mortgagor represents and warrants that no hazardous material or oil was ever, or is now stored on (except in compliance with all laws, ordinances and regulations pertaining thereto), transported or disposed of on the Premises.

4.10 Mortgage Conditions. This Mortgage is upon the STATUTORY CONDITION, upon breach of which, or any other terms and conditions of this Mortgage, the Mortgagee shall have the STATUTORY POWER OF SALE.

4.11 Compliance with Contracts. The Mortgagor is not in default under any terms and conditions of any Construction or other Contract and shall, during the term of this Agreement, perform all of the obligations of the Mortgagor under any such Contract within the period that such performance is required. The Mortgagor has entered into and will maintain in full force and

effect all contracts necessary for the use, maintenance, construction and operation of the Collateral, and at the option of the Mortgagee, will do all things and execute all such documents as the Mortgagee may request to assign the Mortgagor's rights therein to the Mortgagee.

ARTICLE 5 - MORTGAGOR'S USE OF COLLATERAL

Unless and until the occurrence of any event which is or solely with the passage of time would be an Event of Default hereunder, the Mortgagor shall be authorized to occupy, operate, manage, hold or otherwise use the Collateral in the ordinary and reasonable course of the Mortgagor's business.

ARTICLE 6 - EVENTS OF DEFAULT

Upon the occurrence of any one or more of the following (hereinafter the "Events of Default"), any and all Liabilities of the Mortgagor to the Mortgagee shall become immediately due and payable, without notice or demand, at the option of the Mortgagee. The occurrence of any such Event of Default shall also constitute, without notice or demand, a default under all other agreements between the Mortgagee and the Mortgagor or instruments and papers given the Mortgagee by the Mortgagor, whether now existing or hereafter arising.

6.1 The failure by the Mortgagor to pay when due (or upon demand, if payable on demand), any amount then owing by the Mortgagor to the Mortgagee.

6.2 The failure by the Mortgagor to promptly, punctually and faithfully perform, discharge or comply with any Liability.

6.3 The occurrence of any event of default under any agreement between the Mortgagee and the Mortgagor or under any instrument or paper given the Mortgagee by the Mortgagor, whether such agreement, instrument or paper now exists or hereafter arises (notwithstanding that the Mortgagee may not have exercised its rights upon default under any such other agreement, instrument or paper).

6.4 Any act by, against or relating to the Mortgagor or its property or assets, which act constitutes the application for, consent to or sufferance of the appointment of a receiver, trustee or other person (pursuant to court action or otherwise) over all, or any part of the Mortgagor's property, the granting of any trust mortgage or execution of an assignment for the benefit of the creditors of the Mortgagor or the occurrence of any other voluntary or involuntary liquidation or extension of debt agreement for the Mortgagor; the admission by the Mortgagor of its inability to pay its debts as they mature; adjudication of insolvency relative to the Mortgagor; the entry of an order for relief or similar order with respect to the Mortgagor in any proceeding pursuant to the Bankrupcty Act or any other federal statute dealing with bankruptcy (hereinafter, generally the "Bankruptcy Code"); the filing of any complaint, application or petition by or against the Mortgagor initiating any matter in which the Mortgagor is or may be granted any relief from its debts pursuant to the Bankruptcy Code or pursuant to any other insolvency statute or procedure; the calling or sufferance of a meeting of creditors of the Mortgagor; the meeting by the Mortgagor with a formal or informal creditors' committee; the offering by or entering into by

the Mortgagor of any composition, extension or other arrangement seeking relief or extension of its debts; or the initiation of any other judicial or non-judicial proceeding or agreement by, against or including the Mortgagor which seeks or intends to accomplish a reorganization or arrangement with creditors.

6.5 If any statement, representation, warranty or covenant is not completely true and accurate or hereafter becomes less than completely true and accurate, or if any Mortgagor sells or transfers, voluntarily or involuntarily, any interest in the premises.

6.6 The breach of the Statutory Condition contained herein, upon which breach or upon breach of any other conditions herein, the Mortgagee shall have the Statutory Power of Sale.

ARTICLE 7 - RIGHTS AND REMEDIES UPON DEFAULT

7.1 Rights and Remedies Upon Default. Upon the occurrence of any Event of Default or at any time thereafter, the Mortgagee shall have all the rights of a Mortgagee under the Massachusetts General Laws, in addition to which the Mortgagee shall have all of the following rights and remedies:

(a) to take possession of all or a portion of the Collateral;

(b) by taking possession of the Collateral and with or without bringing any action or proceeding, either directly by agent or by the appointment of a receiver, to manage, lease, sublease or operate the Collateral on such terms as the Mortgagee, in its sole discretion, deems proper or appropriate;

(c) to apply all or any portion of the Collateral or the proceeds thereof towards (but not necessarily in complete satisfaction of) the Liabilities;

(d) to exercise the Statutory Power of Sale;

(e) to foreclose any and all rights of the Mortgagor in and to the Collateral whether by sale, entry or in any other manner provided for hereunder or under Massachusetts General Laws; and

(f) to elect, upon the discretion of the Mortgagee to treat any or all of the Leases as superior to the lien of the within Mortgage and Security Agreement.

7.2 Sale or Other Disposition of Collateral. Any sale or other disposition of the Collateral may be at public or private sale to the extent such private sale is authorized under the Massachusetts General Laws, upon such terms and in such manner as the Mortgagee deems advisable. The Mortgagee may conduct any such sale or other disposition of the Collateral upon the Mortgaged Premises, in which event the Mortgagee shall not be liable for any rent or charge for such use of the Mortaged Premises. The Mortgagee may purchase the Collateral or any portion of it, at any sale held under this Article.

7.3 Use and Occupation of Mortgaged Premises. In connection with the Mortgagee's exercise of the Mortgagee's rights under this Article, the Mortgagee may enter upon, occupy and use all or any part of the Collateral and may exclude the Mortgagor from the Mortgaged Premises or portion thereof as may have been so entered upon, occupied or used. The Mortgagee shall not be required to remove any of the Collateral from the Mortgaged Premises upon the Mortgagee's taking possession thereof. In the event the Mortgagee manages the Mortgaged Premises in accordance with Section 7.1 (b) herein, the Mortgagor shall pay to the Mortgagee on demand a reasonable fee for the management thereof in addition to the Liabilities provided for herein. Further, the Mortgagee may construct such improvements on the Mortgaged Premises or make such alterations, renovations, repairs, and replacements to the Collateral as the Mortgagee, in its sole discretion, deems proper or appropriate. The obligation of the Mortgagor to pay such amounts and all expenses incurred by the Mortgagee in the exercise of its rights hereunder shall be included in the Liabilities of the Mortgagor to the Mortgagee.

7.4 Partial Sales. The Mortgagor agrees that in case the Mortgagee in the exercise of the Power of Sale contained herein or in the exercise of any other rights hereunder given, elects to sell in parcels, said sales may be held from time to time.

7.5 Power of Attorney. Upon the occurrence of any Event of Default, the Mortgagor hereby irrevocably constitutes and appoints the Mortgagee as the Mortgagor's true and lawful attorney, to take any action with respect to the Collateral to preserve, protect or realize upon the Mortgagee's interest therein, each at the sole risk, cost and expense of the Mortgagor, but for the sole benefit of the Mortgagee. The rights and powers granted the Mortgagee by the within appointment include, but are not limited to, the right and power to: (i) prosecute, defend, Compromise, settle or release any action relating to the Collateral; (ii) enter into leases or subleases relative to all or a portion of the Mortgaged Premises; (iii) exercise the rights of the Mortgagor under any Contract, Lease or License; or (iv) manage, operate, maintain or repair the Mortgaged Premises. The Mortgagee shall not be obligated to perform any of such acts or to exercise any of such powers, but if the Mortgagee elects so to perform or exercise, the Mortgagee shall not be accountable for more than it actually receives as a result of such exercise of power and shall not be responsible to Mortgagor except for the Mortgagee's wilful misconduct and actual bad faith. All powers conferred upon the Mortgagee by this Agreement being coupled with an interest, shall be irrevocable until terminated by a written instrument executed by a duly authorized officer of the Mortgagee.

7.6 Rights and Remedies. The rights, remedies, powers, privileges, and discretion of the Mortgagee hereunder (hereinafter the Mortgagee's Rights and Remedies) shall be cumulative and not exclusive of any rights or remedies which it would otherwise have. No delays or omissions by the Mortgagee in exercising or enforcing any of the Mortgagee's Rights and Remedies shall operate as or constitute a waiver thereof. No waiver by the Mortgagee of any default hereunder or under any other agreement shall operate as a waiver of any other default hereunder or under any other agreement. No single of partial exercise of the Mortgagee's Rights or Remedies and no other agreement or transaction of whatever nature entered into between the Mortgagee and the Mortgagor at any time, whether before, during or after the date hereof, preclude any other or further exercise of the Mortgagee's Rights and Remedies. No waiver or modification on the Mortgagee's part on any one occasion shall be deemed a waiver on any

Mortgagor). The within indemnification shall survive payment of the Liabilities and/or any termination, release or discharge executed by the Mortgagee in favor of the Mortgagor.

9.10 Binding upon Successors. This Agreement shall be binding upon the Mortgagor and the Mortgagor's heirs, executors, administrators, representatives, successors and assigns and shall inure to the benefit of the Mortgagee and the Mortgagee's successors and assigns. This provision shall not in any way be deemed to be a waiver by the Mortgagee of any Event of Default provided for herein.

9.11 Severability. Any determination that any provision of this Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not affect the validity, legality and enforceability of such provision in any other instance, nor the validity, legality or enforceability of any other provision of this Agreement.

9.12 Modification.

(a) This Agreement and all other instruments executed in connection herewith incorporate all discussions and negotiations between the Mortgagor and the Mortgagee concerning the matters included herein and in such other instruments. No such discussions or negotiations shall limit, modify or otherwise affect the provisions hereof. No modification, amendment or waiver of any provision of this Agreement or of any provisions of any other agreement between the Mortgagor and the Mortgagee shall be effective unless executed in writing by the party to be charged with such modification, amendment or waiver and if such party be the Mortgagee, then by a duly authorized officer thereof.

(b) The Mortgagor may take any action herein prohibited or omit to perform any act required to be performed by it if the Mortgagor shall obtain the prior written consent by a duly authorized officer of the Mortgagee for each such action or omission to action.

9.13 Payment of Costs. The Mortgagor shall pay on demand all Costs of Collection and all expenses of the Mortgagee in connection with the collection of the Liabilities or the protection or enforcement of any of the Mortgagee's rights against the Mortgagor, any Collateral and any guarantor or endorser of the Liabilities. The Mortgagor authorizes the Mortgagee to pay all such expenses and to charge the same to any account of the Mortgagor with the Mortgagee.

9.14 Additional Advances. All amounts which the Mortgagee may advance under any Sections of this Agreement shall be repayable to the Mortgagee with interest at the highest rate charged relative to any of the Liabilities, on demand, shall be a Liability and may be charged by the Mortgagee to any deposit account which the Mortgagor maintains with the Mortgagee.

9.15 Governing Law. This Agreement and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of The Commonwealth of Massachusetts. The Mortgagor and Mortgagee submit themselves to the jurisdiction of the courts of said Commonwealth for all purposes with respect to this Agreement

and the Mortgagor's relationship with the Mortgagee.

9.16 Termination. This Agreement shall remain in full force and effect until specifically terminated in writing by a duly authorized officer of the Mortgage. Such termination by the Mortgagee may be conditioned upon such further indemnifications provided to the Mortgagee by or on behalf of the Mortgagor as the Mortgagee may request. No termination pursuant to this Section shall affect the indemnification provided for in this Article.

9.17 Specific Performance. The failure by the Mortgagor to perform all and singular the Mortgagor's obligations hereunder will result in irreparable harm to the Mortgagee for which the Mortgagee shall have no adequate remedy at law. Consequently, the Mortgagor agrees that such obligations are and shall be specifically enforceable by the Mortgagee.

9.18 Intent. It is intended that:

(a) this Agreement take effect as a sealed instrument;

(b) with the exception of the Mortgagee's internal costs and expenses, all costs and expenses incurred by the Mortgagee in connection with the Mortgagee's relationship(s) with the Mortgagor shall be borne by the Mortgagor; and

(c) the interests created by this Agreement secure all of the Liabilities of the Mortgagor to the Mortgagee, whether now existing or hereafter arising.

9.19 Receipt of Copy. The Mortgagor acknowledges having received a copy of this Agreement.

9.20 Reference. This instrument may be referred to herein as the "Mortgage," or "Agreement," but no such reference shall limit the effectiveness of this instrument for any Mortgagee hereunder.

IN WITNESS WHEREOF the Mortgagor has executed this Agreement as a sealed instrument on the date first above written.

_____
Ivan Dragicevic

_____
Laureen Dragicevic

COMMONWEALTH OF MASSACHUSETTS

, ss. My 15, 2001

[redacted] [redacted]

SUFFOLK REGISTRY
RECD/ENTD & EXAM ATTST

2004 MAY 28 PM 4:04

1206

Francis M. Roche
REGISTER OF DEEDS

RECORDATION REQUESTED BY:
FIRST BANK AND TRUST
COMMERCIAL LENDING
909 POYDRAS ST., STE. 100
NEW ORLEANS, LA 70112

WHEN RECORDED MAIL TO:
FIRST BANK AND TRUST
COMMERCIAL LENDING
909 POYDRAS ST., STE. 100
NEW ORLEANS, LA 70112

SEND TAX NOTICES TO:
FIRST BANK AND TRUST
COMMERCIAL LENDING
909 POYDRAS ST., STE. 100
NEW ORLEANS, LA 70112

FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated May 24, 2004, is made and executed between IVAN DRAGICEVIC, whose address is [redacted], PEABODY, MA [redacted] and LAUREEN DRAGICEVIC, whose address is [redacted], PEABODY, MA [redacted] (referred to below as "Grantor") and FIRST BANK AND TRUST, whose address is 909 POYDRAS ST., STE. 100, NEW ORLEANS, LA 70112 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in SUFFOLK County, Commonwealth of Massachusetts:

See SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF, which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as [redacted] STREET, UNIT 3B, BOSTON , MA [redacted].

COLLATERAL DESCRIPTION. The word "Rents" as used in this Assignment means all of Grantor's present and future rights, title and interest in, to and under the following described specific leases of all or a portion of the property described in the "Assignment" section herein.

The following is a general description of the specific leases:

LEASE TYPE: ALL LEASES AND RENTS
Lease Date:
Start Date:
End Date:
Lessee(s):
Description of the Premises:
Rental Amount:
Deposit Amount:
Lease Terms:
Recording Data:

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

Return To:
Hurley & Sullivan
133 Washington St.
Norwell, MA 02061

05/28/2004 Doc: 1206

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the Commonwealth of Massachusetts and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

DEFAULT. At Lender's option, Grantor will be in default under this Assignment if any of the following happen:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Break Other Promises. Grantor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Assignment or in any agreement related to this Assignment.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

False Statements. Any representation or statement made or furnished to Lender by Grantor or on Grantor's

behalf, the Note, is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Taking of the Property. Any creditor or governmental agency tries to take any of the Property or any other of Grantor's property in which Lender has a lien.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Insecurity. Lender in good faith believes itself insecure with regard to repayment of the Indebtedness.

Cure Provisions. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. This Assignment is upon the Statutory Condition for any breach of which, Lender shall have the Statutory Power of Sale. In addition, upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Assignment, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees equal to 25.000% of the principal balance due on the Indebtedness at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees equal to 25.000% of the principal balance due on the Indebtedness and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees equal to 25.000% of the principal balance due on the Indebtedness and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any

anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

WAIVERS AND MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. What is written in this Assignment and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Assignment. To be effective, any change or amendment to this Assignment must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by and interpreted in accordance with federal law and the laws of the State of Louisiana, except and only to the extent of procedural matters related to the perfection and enforcement of Lender's rights and remedies against the Property, which will be governed by the laws of the Commonwealth of Massachusetts. However, if there ever is a question about whether any provision of this Assignment is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction which is evidenced by the Note and this Assignment has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Louisiana.

Joint and Several Liability. All obligations of Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Assignment.

Merger. There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Assignment unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Assignment. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any person may change his or her address for notices under this Assignment by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court finds that any provision of this Assignment is not valid or should not be enforced, that fact by itself will not mean that the rest of this Assignment will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Assignment even if a provision of this Assignment may be found to be invalid or unenforceable.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

RELEASE OF ESTATE OF HOMESTEAD. Grantor hereby releases any estate of homestead as to all Indebtedness secured by this Assignment.

DEFINITIONS. The following words shall have the following meanings when used in this Assignment:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached or to be attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means IVAN DRAGICEVIC and LAUREEN DRAGICEVIC.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means IVAN DRAGICEVIC and LAUREEN DRAGICEVIC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment.

Lender. The word "Lender" means FIRST BANK AND TRUST, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

Note. The word "Note" means the promissory note dated May 24, 2004, **in the original principal amount of $800,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT. THIS DOCUMENT IS EXECUTED ON MAY 24, 2004.

THIS ASSIGNMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS ASSIGNMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X _____ (Seal)
IVAN DRAGICEVIC, APPEARING HEREIN BY HIS AGENT AND ATTORNEY IN FACT, LAUREEN DRAGICEVIC

X _____ (Seal)
LAUREEN DRAGICEVIC

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Massachusetts)
) SS
COUNTY OF Essex)

On this day before me, the undersigned Notary Public, personally appeared **IVAN DRAGICEVIC, APPEARING HEREIN BY HIS AGENT AND ATTORNEY IN FACT, LAUREEN DRAGICEVIC and LAUREEN DRAGICEVIC,** to me known to be the individuals described in and who executed the ASSIGNMENT OF RENTS, and acknowledged that they signed the Assignment as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 24th **day of** May, **20** 04.

By _____ **Residing at** Norwell, Massachusetts
Christopher L. Sullivan
Notary Public in and for the State of Massachusetts **My commission expires** Jan. 27, 2006

(Affix Notarial Seal)

OFFICIAL SEAL
CHRISTOPHER L SULLIVAN
NOTARY PUBLIC - MASSACHUSETTS
My Comm. Expires 01

LASER PRO Lending, Ver. 5.23.40.001 Copr. Harland Financial Solutions, Inc. 1997, 2004 All Rights Reserved. - MA/LA G:\CFI\LPL\G14.FC TR-8742

L'ABITEO IMPERTINENTE

[redacted]

Exhibit A
Unit 3B, [redacted] Street, Boston, MA

Unit No. 3B of [redacted] Condominium created by Master Deed dated October 3, 1985 and recorded in Suffolk Registry of Deeds on October 3, 1985 in Book [redacted], Page [redacted].

The Post Office address of the unit is: [redacted] Street, Unit 3B, Boston, MA [redacted]

The unit is shown on a plan recorded with the first deed of this unit, to which is affixed a verified statement in the form provided by G.L.c. 183A s. 9, and is conveyed subject to and with the benefit of the obligations, restrictions, rights and liabilities contained in G.L. c. 183A, the Master Deed, the documents establishing the organization of unit owners and the By-Laws, as amended of record.

Each of the units in the Condominium is intended for residential purposes and such other uses as are set forth in the Master Deed.

The undivided percentage interest of the unit in the common areas and facilities is 4.9%.

Being the same premises conveyed to Ivan Dragicevic and Laureen Dragicevic by deed from Patrick W. Sweeney and Janet Sweeney dated May 18, 2001 and recorded with the Suffolk County Registry of Deeds in Book [redacted], Page [redacted].

L'ARCHITETTO IMPERFETTO

[redacted]

SUFFOLK REGISTRY
RECEIVED & EXAMINED

2004 MAY 28 PM 4:04

REGISTER OF DEEDS

1205

After Recording Return To:

First Bank and Trust
909 Poydras Street
New Orleans, LA 70112

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) **"Security Instrument"** means this document, which is dated May 24, 2004, together with all Riders to this document.

(B) **"Borrower"** is Ivan Dragicevic and Laureen Dragicevic

Borrower is the mortgagor under this Security Instrument.

(C) **"Lender"** is First Bank and Trust
Lender is a Corporation organized and existing under the laws of . Lender's address is
909 Poydras Street, New Orleans, LA 70112
. Lender is the mortgagee under this Security Instrument.

(D) **"Note"** means the promissory note signed by Borrower and dated May 24, 2004. The Note states that Borrower owes Lender EIGHT HUNDRED THOUSAND---------- Dollars (U.S. $ 800,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than November 24, 2004.

(E) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(F) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- ☐ Adjustable Rate Rider
- ☐ Condominium Rider
- ☐ Second Home Rider
- ☐ Balloon Rider
- ☐ Planned Unit Development Rider
- ☒ Other(s) [specify] Legal Description
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider

05/28/2004 Doc: 1205

[redacted]

(H) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(I) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(J) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(K) **"Escrow Items"** means those items that are described in Section 3.
(L) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(M) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(N) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(O) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(P) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in the Essex and Suffolk Registries of Deeds
[Type of Recording Jurisdiction]

of Essex and Suffolk Counties :
[Name of Recording Jurisdiction]

which currently has the address of [redacted] Lane
[Street]

Peabody , Massachusetts [redacted] ("Property Address"):
[City] [Zip Code]

*also property located at [redacted] Street, Unit 3B, Boston, MA

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

[redacted]

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive

[redacted]

Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and

[redacted]

subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

[redacted]

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

[redacted]

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has—if any—with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

[redacted]

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

[redacted]

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene,

other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the STATUTORY POWER OF SALE and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the STATUTORY POWER OF SALE, Lender shall mail a copy of a notice of sale to Borrower, and to other persons prescribed by Applicable Law, in the manner provided by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

[redacted]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 11 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

Ivan Dragicevic (Seal)
Ivan Dragicevic, by his agent -Borrower
and Attorney in Fact, Laureen Dragicevic

Laureen Dragicevic (Seal)
Laureen Dragicevic -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

Witness: [redacted]

Witness: [redacted]

Commonwealth of Massachusetts,

County ss: Essex

On this 24th day of May, 2004

Then personally appeared the above-named Ivan Dragicevic* and Laureen Dragicevic ** and proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the foregoing instrument, and acknowledged that she signed it voluntarily for its stated purpose, before me,

**Passport
*by his agent and attorney in fact
Laureen Dragicevic

Christopher L. Sullivan Notary Public

OFFICIAL SEAL
CHRISTOPHER L. SULLIVAN
NOTARY PUBLIC - MASSACHUSETTS
My Comm Expires 01 [illegible]

My commission expires: Jan. 27, 2006

[redacted] [redacted]

EXHIBIT A LEGAL DESCRIPTION

Parcel I [redacted] Lane, Peabody, MA

The land in Peabody, Essex County, Massachusetts with the buildings and improvements thereon, shown as Lot 25A on plan entitled "Plan of Land Located in Peabody, MA, Prepared by: Eastern Land Survey Associates, Inc., Christopher R. Mello, PLS, 40 Lowell Street, Peabody, MA. [redacted] (5080531-8121, Scale: 1" = 40', August 19, 1991, prepared for Charles Benevento", recorded with the Essex South Registry of Deeds in Plan Book [redacted], Plan [redacted]. Subject to and with the benefit of all easements, restrictions and covenants of record.

Subject to and with the benefit of easements, rights and obligations created under the Goodale Farms II Homeowners Trust dated January 5, 1989 and recorded in Book [redacted], Page [redacted]. Together with a 1/53 undivided interest in the common areas as set forth in said Trust and referred to in the Cluster Development Common Area Agreement dated April 1, 1988 and recorded in Book [redacted], Page [redacted].

Said premises are conveyed subject to and together with the benefit of easements, restrictions and agreements of record, if any, insofar as the same are now in force and effect.

Address of Premises: [redacted] Lane, Peabody, MA.

Parcel II Unit 3B, [redacted] Street, Boston, MA

Unit No. 3B of [redacted] Condominium created by Master Deed dated October 3, 1985 and recorded in Suffolk Registry of Deeds on October 3, 1985 in Book [redacted], Page [redacted].

The Post Office address of the unit is: [redacted] Street, Unit 3B, Boston, MA [redacted]

The unit is shown on a plan recorded with the first deed of this unit, to which is affixed a verified statement in the form provided by G.L.c. 183A s. 9, and is conveyed subject to and with the benefit of the obligations, restrictions, rights and liabilities contained in G.L. c. 183A, the Master Deed, the documents establishing the organization of unit owners and the By-Laws, as amended of record.

Each of the units in the Condominium is intended for residential purposes and such other uses as are set forth in the Master Deed.

The undivided percentage interest of the unit in the common areas and facilities is 4.9%.

Being the same premises conveyed to Ivan Dragicevic and Laureen Dragicevic by deed from Patrick W. S[redacted] and Janet S[redacted] dated May 18, 2001 and recorded with the Suffolk County Registry of Deeds in Book [redacted], Page [redacted].

2004052800834 Bk: [redacted] Pg: [redacted]
05/28/2004 14:29:00 DEED Pg 1/2

QUITCLAIM DEED

I, Maria G[redacted], of Peabody, Essex County, Massachusetts, for consideration paid and in full consideration of EIGHT HUNDRED THIRTY FIVE THOUSAND ($835,000.00) DOLLARS

grant to Ivan Dragicevic and Laureen Dragicevic, Husband and Wife as Tenants by the Entirety of [redacted] Lane, Peabody, Essex County, Massachusetts, *with quitclaim covenants*

The land in Peabody, Essex County, Massachusetts with the buildings and improvements thereon, shown as Lot 25A on plan entitled "Plan of Land Located in Peabody, MA, Prepared by: Eastern Land Survey Associates, Inc., Christopher R. Mello, PLS, 40 Lowell Street, Peabody, MA. 01960 (5080531-8121, Scale: 1" = 40', August 19, 1991, prepared for Charles Benevento", recorded with the Essex South Registry of Deeds in Plan Book [redacted], Plan [redacted] Subject to and with the benefit of all easements, restrictions and covenants of record.

Subject to and with the benefit of easements, rights and obligations created under the Goodale Farms II Homeowners Trust dated January 5, 1989 and recorded in Book [redacted], Page [redacted] Together with a 1/53 undivided interest in the common areas as set forth in said Trust and referred to in the Cluster Development Common Area Agreement dated April 1, 1988 and recorded in Book [redacted], Page [redacted]

Said premises are conveyed subject to and together with the benefit of easements, restrictions and agreements of record, if any, insofar as the same are now in force and effect.

Address of Premises: [redacted] Lane, Peabody, MA.

Being the same premises conveyed to grantor by deed from Aspasia Stacy Gomatos, Trustee of Emily Realty Trust dated September 24, 1999 and recorded with the Essex County Registry of Deeds in Book [redacted] Page [redacted]

CANCELLED
DEEDS REGISTRY
ESSEX SOUTH
05/28/04 2:36PM 01
000000 #7259
FEE $3807.60
CASH $3807.60

RETURN TO: HURLEY & SULLIVAN
133 WASHINGTON ST.
NORWELL, MA 02061

2004052800834 Bk:[redacted] Pg[redacted]
05/28/2004 14:29:00 DEED Pg 2/2

Witness my hand and seal this 27th day of May, 2004

[redacted]

Maria G[redacted]

COMMONWEALTH OF MASSACHUSETTS

Essex , ss

On this 27th day of May, 2004 before me, the undersigned notary public, personally appeared the above-named Maria G[redacted], proved to me through satisfactory evidence of identification which was a Massachusetts Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public : Donna S. Altshuler
My Commission expires: 8/22/08

35

2004052800836 Bk [redacted] Pg [redacted]
05/28/2004 14:29:00 DHOME Pg 1/1

DECLARATION OF HOMESTEAD

KNOW ALL MEN BY THESE PRESENTS that I, Laureen Dragicevic of [redacted] Peabody, Essex County MA as the owner of real estate described in deed Maria G[redacted] dated MAY 27, 2004, recorded with Essex County Registry of Deeds herewith, as an owner thereof and having a family and being entitled to an estate of Homestead in the land and buildings described in said deed do hereby declare that I own and am possessed and occupy said premises as a residence and homestead under Massachusetts General Laws, Chapter 188, Section 1, as amended.

WITNESS my hand and seal this 28TH day of MAY, 2004.

Laureen Dragicevic

COMMONWEALTH OF MASSACHUSETTS

Plymouth, ss

On this 28TH day of MAY, 2004 before me, the undersigned notary public, personally appeared the above-named Laureen Dragicevic, proved to me through satisfactory evidence of identification, which was A UNITED STATES PASSPORT, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission expires: 1/27/06

OFFICIAL SEAL
CHRISTOPHER L. SULLIVAN
NOTARY PUBLIC - MASSACHUSETTS
My Comm Expires 1/27/06

RETURN TO:
HURLEY & SULLIVAN
133 WASHINGTON ST
NEWTON, MA 02460

2006 00003294
Bk: [redacted] Pg: [redacted] Doc: REL
Page: 1 of 1 01/10/2006 12:53 PM

STATE OF MASSACHUSETTS

COUNTY OF SUFFOLK

CANCELLATION

The debt secured by the Mortgage from IVAN DRAGICEVIC AND LAUREEN DRAGICEVIC, To First Bank and Trust, recorded in Real Property Book [redacted] Page [redacted] Of the records in the Register of Deeds in ~~Essex~~ Suffolk County, State of Massachusetts, having been Paid in full, said lien is hereby fully canceled, this the 30th day of December, 2005.

First Bank and Trust,

BY: Randy Camardelle
ITS: Vice President

STATE OF LOUISIANA)

PARISH OF ORLEANS)

Attested hereto
Francis M. Roache
Register of Deeds DTS

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Randy Camardelle, whose named as Vice-President of First Bank and Trust, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she as such officer and with full authority, executed the same voluntarily for and as the act of said association.

Given under my hand and official seal this the 30th day of December, 2005.

Notary Public – James Kenneth Ledoux
My Commission Expires: at death
#68655

CUSHING & DOLAN, P.C.
520 PROVIDENCE HWY, #10
NORWOOD MA 02062

[redacted] 51 UNIT 33, Boston, MA

Dossier Dragicevic

Property Record Card for Property ID: [redacted], Peabody, MA

Summary

Parcel ID	[redacted]	**Deed Book**	[redacted]
Property Address	[redacted] LN	**Deed Page**	[redacted]
Owner	DRAGICEVIC IVAN & LAUREEN	**Deed Date**	20040528
Owner Address	[redacted] LN PEABODY, MA [redacted]	**State Class Code**	101
Building Value	$491,900	**Fiscal Year**	2009
Land Value	$221,400	**Sale Date**	20040528
Total Value	$713,300	**Sale Price**	$835,000
Acres	0.372	**Zoning**	R1
Style	COLONIAL		

Income Summary

Total Potential Gross Income	$0
Total Effective Gross Income	$0
Vacancy	$0
Total Expenses	$0
Total Net Operating Income	$0
Cap Rate	0

Interior

Style	COLONIAL	**Total Living Area**	4156
Year Built	1992	**Rec Room Area**	0
Story Height	2	**Finished Basement Living Area**	900
Bedrooms	4	**True Total Living Area**	5056
Full Baths	3	**Fuel Type**	OIL
Half Baths	2	**Heating Type**	CENTRAL/AC
Total Rooms	9	**System Type**	HOT WATER
Additional Fixtures	0	**Attic**	NONE

Use Description 1		**Gross Leasable Sq. Ft. 1**	0
Use Description 2		**Gross Leasable Sq. Ft. 2**	0
Use Description 3		**Gross Leasable Sq. Ft. 3**	0
Use Description 4		**Gross Leasable Sq. Ft. 4**	0
Use Description 5		**Gross Leasable Sq. Ft. 5**	0
Use Description 6		**Gross Leasable Sq. Ft. 6**	0
Total Rentable Sq. Ft.	0		

Exterior

Style	COLONIAL	**Setback**	= NBHD AVG
Color	7 - no desc avail.	**Street Condition 1**	PAVED
Walls	FRAME	**Front Traffic**	LIGHT
Topography 1	LEVEL		

Dossier Dragicevic

Buildings

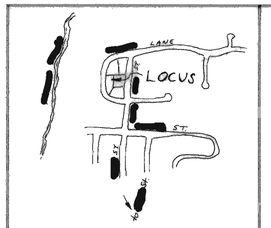
	Type	Quantity	Year Built	Width	Length	Grade	Condition	Market Adjustment	Value
1	POOL-GUNITE	1	1992	16	32	C	A	0	$23,720
2		0	0	0	0			0	$0
3		0	0	0	0			0	$0
4		0	0	0	0			0	$0
5		0	0	0	0			0	$0
6		0	0	0	0			0	$0
7		0	0	0	0			0	$0

Total Value: $23,700

Sales History

	Date	Type	Price	Source	Validity
1	20040528	Land and Building	$835,000	Other	VALID SALE
2	19990930	Land and Building	$193,260	Other	RELATIVE SALE
3	19961201	Land and Building	$273,000	Other	FORECLOSURE
4	19960801	Land and Building	$300,000	Other	FORECLOSURE OR REPOSSESSION
5	19920501	Land Only	$93,500	Other	CHANGE AFTER ASSESSMENT BEFORE SALE
6	0	N/A	$0	N/A	
7	0	N/A	$0	N/A	
8	0	N/A	$0	N/A	
9	0	N/A	$0	N/A	
10	0	N/A	$0	N/A	

HABITEO IMPERTINENTE

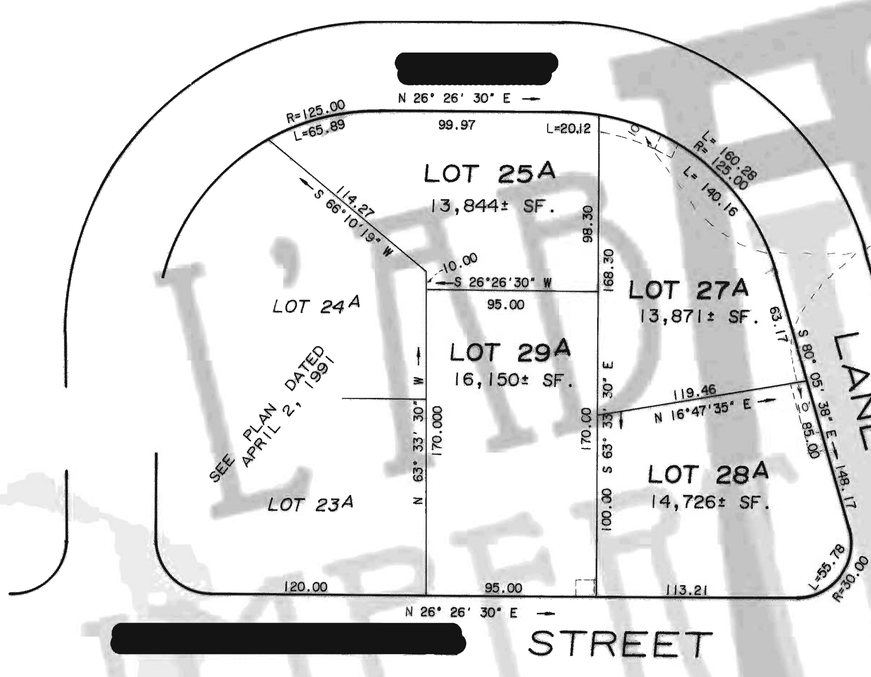


LOCUS PLAN

ASSESSORS MAP ● PARCELS [redacted] – [redacted]

ZONING DISTRICT R1 (CLUSTER SUBDIVISION)

[redacted]



APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED
PEABODY PLANNING BOARD

9-5-91
DATE

THIS PLAN IS A REDIVISION OF LOTS 25,27 28 & 29 ON DEFINITIVE SUBDIVISION OF [redacted], RECORDED AS PB [redacted] PLAN [redacted].

LOTS 25A, 27A, 28A & 29A ARE SUBJECT TO THE COVENANTS RECORDED WITH THE ABOVE DEFINITIVE SUBDIVISION.

FOR REGISTRY OF DEEDS USE ONLY

PLAN BOOK [redacted] PLAN [redacted]
ESSEX REGISTRY OF DEEDS, SO. DIST.
SALEM, MASS.
Received Oct 21 1991
with Deed, Charles J.B. [redacted]
To; Richard J. + Sharon L. [redacted]
P. [redacted] Rec. Bk. [redacted] Pg. [redacted]
Attest:
Register of Deeds

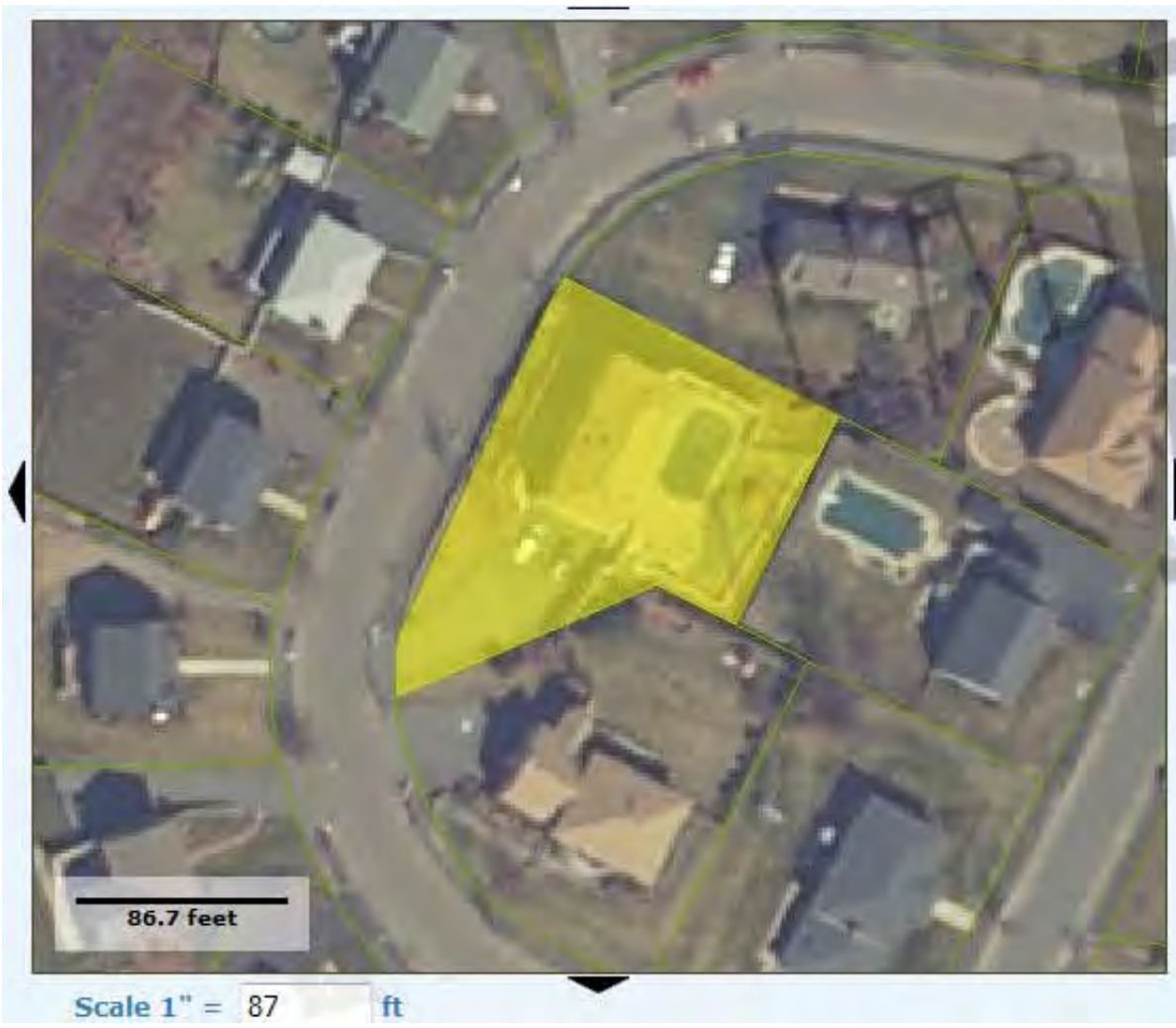
I HEREBY CERTIFY THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

THIS PLAN IS BASED ON THE REFERENCED PLANS, DEEDS AND THE RESULTS OF A FIELD SURVEY AS OF THIS DATE. NO CERTIFICATION IS INTENDED AS TO PROPERTY TITLE OR AS TO THE EXISTENCE OF UNWRITTEN OR UNRECORDED EASEMENTS.

PLAN OF LAND
LOCATED IN
PEABODY, MA.
PREPARED BY
EASTERN LAND SURVEY ASSOCIATES, INC.
CHRISTOPHER R. MELLO, PLS
40 LOWELL ST. PEABODY, MA. [redacted]
(508) 531-6121
SCALE: 1" = 40' AUGUST 19, 1991
PREPARED FOR
CHARLES BENEVENTO

0 20 40 80 120 160

F6264



Scale 1" = 87 ft

PropertyID	[redacted]
Address	[redacted] LN
Owner	DRAGICEVIC IVAN & LAUREEN

Parcel ID	[redacted]
Deed Book	[redacted]
Deed Page	[redacted]
Deed Date	20040528
Owner	DRAGICEVIC IVAN & LAUREEN
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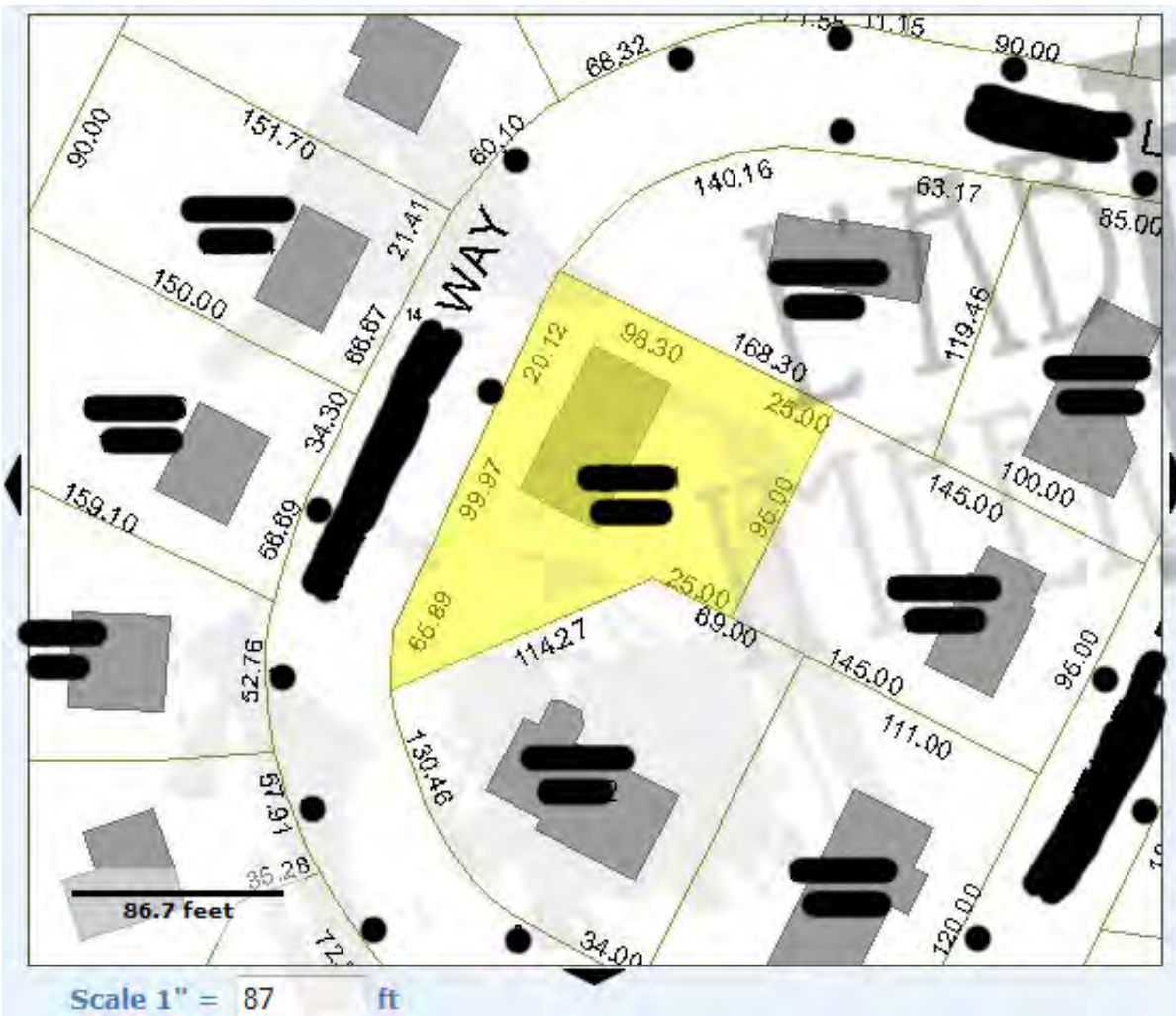
Land Value	$221,400.00
Total Value	$713,300.00
Acres	0.00
Style	COLONIAL
Zoning	R1
State Class Code	101
Sale Date	20040528
Sale Price	$835,000.00



Scale 1" = 87 ft

PropertyID	[redacted]
Address	[redacted] LN
Owner	DRAGICEVIC IVAN & LAUREEN

Parcel ID	[redacted]
Deed Book	[redacted]
Deed Page	[redacted]
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Land Value	$221,400.00
Total Value	$713,300.00
Acres	0.00
Style	COLONIAL
Zoning	R1
State Class Code	101
Sale Date	20040528
Sale Price	$835,000.00

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